LANCASTER REGIONAL AIRPORT
CITY OF LANCASTER, TEXAS
LANCASTER REGIONAL AIRPORT RESTAURANT LEASE AND OPERATING AGREEMENT SPECIFICATIONS

SOLICITATION

The City of Lancaster, ("City"), Texas is soliciting competitive bids for the lease and operation of the Café ("Café") at Lancaster Regional Airport ("Airport"). The Café lease and operating agreement will be for an initial term of three years with the City having the option of one two-year extension. The City desires that all those submitting bids possess certain experience and qualifications to ensure high quality operation of the food concession. In addition to obtaining the highest level of service, experience and expertise available, the City seeks to establish a strong, sound, and mutually beneficial relationship with a customer service oriented company.

We believe that this RFP is structured to allow for creativity in developing a bid that is consistent with your potential for profit and the City's needs. The words bid and proposal may be used interchangeably in this document.

HISTORY AND EXISTING CONDITIONS

Lancaster Regional Airport (www.lancasterregionalairport.com) is a major general aviation airport and serves the Dallas, Texas metroplex area. It is owned and operated by the City of Lancaster, Texas and is located at 950 Ferris Road, Lancaster, TX 75146. The airport is growing rapidly having completed a comprehensive master plan, extending the runway to 6,500 feet, and adding a new 250,000 square feet of concrete ramp space to accommodate the largest of corporate jets. There is a new 5,660 square foot terminal building, 1,430 square feet of which, is Café space. Rich in aviation history, the airport is the home to the DFW Wing of the Commemorative Air Force Museum (www.dfwwing.com), several other aviation businesses, and is still growing.

The businesses, museum, Airport, and Café are synergistic in their operations and attract visitors from all over the region including transient traffic from across the United States. Previously featured in a national periodical, *Pilot Getaways* magazine, the Airport and Café have been a favorite of regional pilots. There are an estimated 57,000 operations (takeoff and landings) per year. Corporate and community events occur at the Airport resulting in potential catering opportunities. Additionally, the transient corporate aircraft and chartered aircraft provide a need for quality food services.

In addition to the ability to provide service at the Airport, the proposed lease also allows the concessionaire to provide delivery or "to-go" services from the Airport location.

The Café is located within the Airport terminal and contains approximately 1,430 square feet of floor space comprised of the kitchen and dining area. There is also substantial storage space. An outdoor patio area is available to the Café operator for outdoor dining service.

The Airport assists by providing the following items and support services:

- Partially equipped and finished Café facility with kitchen equipment and dining room furniture
- Marketing support from the Airport on its web site
- Free parking for customers
- Lobby for waiting customers
- Restrooms for customers

- Water, sewer, grease trap

CAFÉ LEASE AND OPERATING AGREEMENT

An example Café Lease and Operating Agreement (Exhibit A) is attached and is substantially **similar** to the final agreement to be executed by the successful proponent. The City's specific goals in awarding a lease for the operation of the Café include, but under no circumstances will be limited to, the following:

A. Goal.

To develop an Airport Café that is unique, festive, creative, and with local flavor; that offers value to passengers and users; and is on a par with the best airport concession programs for airports of similar size.

B. Program objectives.

1. Enhance our Airport user and general public's experience with high-quality, attractive facilities that create a strong sense of pride and enjoyment and that are appropriate for our Airport.

2. Enhance and exploit the synergistic effect of the Airport, Café, and businesses to support local, regional, and national customers.

3. Select bidders with demonstrated reputations for strong customer service, value, and excellence.

4. Provide for a unique but standard "American" menu. Incorporate national, regional, and local brands as much as possible.

5. Promote catering opportunities to Airport tenants as well as off-site customers.

6. Successful bidder will have the exclusive right and privilege, within its defined areas, to operate a Café at Lancaster Regional Airport.

MANAGEMENT SERVICES

All services normally expected for the operations of a café service include, but are not limited to, the following:

A. Services of a manager, provide an adequate number of courteous, well-trained, uniformed or neatly attired personnel as required to successfully operate and maintain a café. All personnel will be employees of the successful bidder.

B. The City will <u>not</u> reimburse the successful bidder for any cost of licenses or registration with the State of Texas or that of inspection fees through Dallas County. The City will not reimburse the successful bidder for the cost of bids.

C. See Lease and Operating Agreement for details and complete scope of services provided.

DELIVERY OF BIDS

Bids shall be submitted through the City's electronic procurement system. Vendors that do not have access to a computer may use a computer located in the City's library. Each bid submitted must clearly show the bidders company name on the outside. Facsimile bids will not be accepted.

OBLIGATION OF BIDDER

The bidder must become fully aware of the City's requirements for the operation of the Café service. Failure to do so will not relieve a successful bidder of its obligation to carry out the provisions of the Café lease agreement and to manage the Café in a manner consistent with those provisions. The bidder must be familiar and comply with all federal, state and local laws, ordinances, rules, and regulations that affect in any manner the operation of the assigned areas. The bidder must have all current licenses and/or permits (local, county, State, or Federal) required to operate a café service.

Bidders will be held responsible for having examined the details of the Café lease agreement and thoroughly examine the facilities to be leased. The bidder will use its personal knowledge and experience or professional advice as to the character of the services required and any other conditions surrounding and affecting the proposed type of operation.

The submittal of a bid will be construed as evidence that all bidder obligations have been satisfied and no subsequent allowance will be made in this regard.

ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of a request for proposals, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Any request for interpretations or corrections must be made in writing via email to Alton Dixon, Purchasing Agent at adixon@lancaster-tx.com.

Any such request which is not received at least five (5) working days before opening of bids will not be considered. All responses to any questions received will be posted to the City's electronic procurement system on the main page under bid messages.

WITHDRAWAL OF BIDS

Any bid may be withdrawn/retracted prior to the closing date and time through the electronic procurement system. Any bids not previously withdrawn/retracted will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the bids have been duly accepted by the City, whichever is earlier) to provide the City the services solicited in this request for bids.

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE) PARTICIPATION

It is the policy of the City to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible.

NONDISCRIMINATION PROVISIONS

Operator, for itself, its personal representatives, employees, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land";

A. No person on the grounds of race, color, sex, creed, national origin, or disabled status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and

EVALUATION OF BIDS AND AWARD OF CONTRACT

The City will be under no obligation or duty to award the Contract to the highest proposed monthly minimum or percentage fee, and the City reserves the right to award the Contract to the bidder submitting the bid that the City, in its sole discretion, determines will be most advantageous and beneficial to the City. The City will be the sole judge of which bid will be in its best interest and its decision will be final.

Bidders meeting certain ranking criteria to be determined by the City may be required to meet with the evaluation team to discuss additional information. Bidders must address each of the criteria below, those criteria detailed in herein, and provisions of the management services agreement. The City is under no obligation to contact a bidder to obtain information required to evaluate the bid.

Bids will be evaluated based on the following criteria:

1.	Customer Service Summary	20 Points
2.	Monthly Minimum and Percentage of Gross Revenue	10 Points
3.	Experience of the Bidder and Management Qualifications	25 Points
4.	Proposed Plan of Operation	30 Points
5.	Responsiveness to the Proposal	10 Points
6.	Pre-Bid Meeting Attendance	05 Points

SUBMITTAL REQUIREMENTS

All documentation shall be submitted electronically to the City's electronic procurement system in the section marked RESPONSE ATTACHMENTS. Bids shall be prepared simply and economically providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this bid. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information

Each item requested shall be saved and uploaded as the attachment number listed below.

Attachment 1: Customer Service Summary

A customer service summary shall detail specifically how the bidder will provide the highest level of customer service available to the users of the Café. Include any uniqueness of proposed services.

Attachment 2: Proposed Plan of Operation

Each bidder shall include a brief proposed plan of operation including the general menu items and types of service anticipated.

Attachment 3: List of Previously Managed Companies

Bidder shall provide a list of previously managed cafés/restaurants and is encouraged to provide copies of previous inspections by the Health Department.

Attachment 4: Experience

Provide detailed resume information for the operator and staff that will be working/running the Café. Include experience in operating a café or restaurant, any experience running an airport café, and a list of locations and their size. The ideal bidder will have a minimum of three (3) years continuous successful experience operating a café or restaurant.

Attachment 5: Exhibit B Company Information

Vendor shall download the form, complete in its entirety, and upload as attachment 5.

Attachment 6: Reference

Bidder must provide three (3) professional references and one (1) banking reference. All references will include the contact person, title, company, address, telephone, and email address for each reference.

Attachment 7: License

Bidder must provide a copy of its license to do business in the State of Texas or documentation that the company is capable of becoming licensed. Information on doing business in the State of Texas can be found at http://www.window.state.tx.us/comptrol/compact/business.html. Vendors can register their business at http://www.window.state.tx.us/taxinfo/sales/new_business.html.

In addition, bidder must submit proof of food service management / handling capabilities. Vendor will be required to contact the City of Lancaster Development Services Division to obtain their food permits and Certificate of Occupancy (CO). Once permits and CO have been issued, Dallas County must be contracted to conduct normal inspections.

Attachment 8: Statement of Default and Declarations

Bidder must submit a statement detailing any cancellation, default or notice of default for lack of performance, or for any other reason at any location in the United States within the past five (5) years.

Bidder must declare outstanding obligations or contracts that might adversely affect the bidder's ability to perform the City contract.

PROPOSAL AMOUNT

Each bid shall include a proposed fee. The bid will be based upon the lease requirements of $125.00 per month for the first 9 (9) months of the lease and then no less than $250.00 per month and 5% of gross revenue thereafter to the end of the lease. See Articles 1 and 5 in sample lease.