

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN

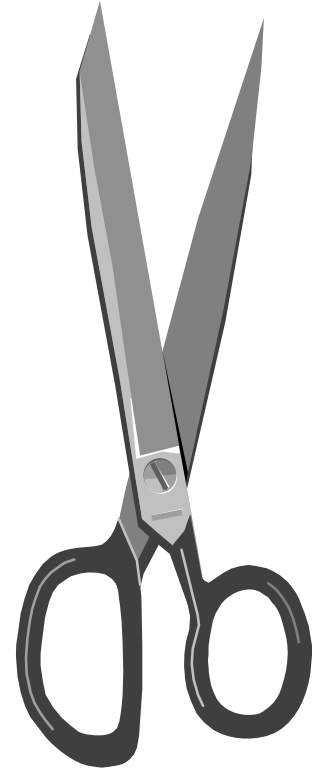
SEALED PROPOSAL NO.: **067-0660-IP (TS)**

PROPOSAL TITLE : **Services, Food & Beverage
Concession St. Petersburg-Clearwater International
Airport Terminal**

DUE DATE/TIME: **October 4, 2007 @ 3:00 P.M.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed proposal package if applicable.

**SUBMIT
PROPOSAL
TO:**

Pinellas County Board of County
Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

REQUEST FOR PROPOSAL

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

PROPOSAL TITLE: Services, Food & Beverage Concession St. Petersburg-Clearwater International Airport Terminal

**PROPOSAL NO:
067-0660-IP (TS)**

PRE-PROPOSAL CONFERENCE: NON-MANDATORY

www.pinellascounty.org

DATE/TIME: September 17, 2007 @ 1:00 pm; St. Petersburg-Clearwater International Airport (Conference Room # 234) 14700 Terminal Drive, Clearwater, FL 33762



PROPOSAL IS DUE: October 4, 2007 @ 3:00P.M. AND MAY NOT BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE & TIME.

**ISSUE DATE:
August 31, 2007**

DEADLINE FOR WRITTEN QUESTIONS: September 21, 2007 by 3:00 P.M. MUST BE SUBMITTED TO TIM SHOBY, CPPO/CPPB AT tshoby@co.pinellas.fl.us

PHONE: 727 464-3311

FAX: 727/464-3925

COMMISSIONERS

**RONNIE DUNCAN - CHAIRMAN
ROBERT B. STEWART - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH**

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

**JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing**

SECTION A**GENERAL CONDITIONS OF REQUEST FOR PROPOSAL****1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

SECTION A - GENERAL CONDITIONS - CONTINUED**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the /proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

SECTION A - GENERAL CONDITIONS - CONTINUED**8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

SECTION A - GENERAL CONDITIONS - CONTINUED**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

20. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

SECTION A - GENERAL CONDITIONS - CONTINUED

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

23. CANCELLATION:

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

SECTION A - GENERAL CONDITIONS - CONTINUED**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

27. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

28. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS - CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

- (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
- (b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
 - (d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
 - (e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
 - (f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
 - (g) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
 - (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
 - (3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
 - (4) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONCLUDED**31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

32. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONS

Proposal Title: Services, Food & Beverage Concession St. Petersburg-Clearwater International Airport Terminal
Proposal Number: 067-0660-IP (TS)

1. OBJECTIVE:

Pinellas County is seeking proposals from qualified Contractor(s) to enter into an agreement to provide food and beverage concession services at three (3) locations within the Terminal Building at St. Petersburg-Clearwater International Airport. The Airport is located at 14700 Terminal Drive, Clearwater, FL 33762

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work, Tab 8

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of ten (10) years from the date of execution of the agreement unless otherwise indicated.

5. PRE-PROPOSAL CONFERENCE:

To pre-proposal conference is scheduled for September 17, 2007 @ 1:00 pm; St. Petersburg-Clearwater International Airport (Conference Room # 234) 14700 Terminal Drive, Clearwater, FL 33762. All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Request for Proposal.

6 PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and Five copies with the 'Original' clearly marked.

SECTION B - SPECIAL CONDITIONS

7. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 15
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page 22
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

8. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
8/31/07	Advertising & Publishing RFP
9/17/07	Pre-proposal Conference
9/21/07	Deadline for Questions/Clarifications
10/4/07	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Airport
TBD	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS
I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) **\$500,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
 - (5) Builder's Risk and/ or installation floater in an All Risk Completed Value form covering insurable interest of both Owner and Contractor as their interests may appear, in an amount to be approved by Owner.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

See Section E, 5.0 Proposal Requirements and Format Tab 1.5 page 15

SECTION E – SCOPE OF WORK

Proposal Title: Services, Food & Beverages Concession St. Petersburg-Clearwater International Airport Terminal

Proposal Number: 067-0660-IP (TS)

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to enter into an exclusive Concession Agreement for operation and maintenance of a food and beverage restaurant concession located at the St. Petersburg-Clearwater International Airport (Airport).

2.0 PREMISES AND EXISTING FOOD AND BEVERAGE OPERATIONS

The Airport currently has one food and beverage concessionaire operating at three (3) locations within the Terminal Building. These three locations include one pre-security location and two post-security locations. The pre-security food and beverage concession comprises approximately 5,200 square feet, including seating, serving, bar/lounge, and cooking and storage facilities as depicted in Exhibit "A" – Existing Restaurant Area. The post-security food and beverage concessions are located in each of the two departure gates and are approximately 100 square feet each. The pre-security location provides areas for service line with seating, cooked to order hot meals, soups, hot & cold sandwiches, salads, beverages, etc. It also offers a full sit down bar area. The post-security location offers sandwiches, alcoholic and non-alcoholic beverages, baked goods, and other "grab-&-go" type offerings. In addition to operating the three designated food service locations, the concession includes the non exclusive right to provide in-flight catering.

The in-flight catering service is operated by the current concessionaire out of the pre-security location. The successful proposer will be required to make in-flight catering services available to all interested airlines, including scheduled air carrier operators, air charter, air taxi operators and general aviation operators.

The Airport makes no representations or warranties regarding the condition of any existing fixtures or equipment which the Airport owns and may be available to the successful proposer. The Airport will **NOT** be responsible for maintenance or replacement of said fixtures and equipment.

3.0 TERMINAL RENOVATION PROJECT

Phase 1A - The Airport is proceeding with renovation and rehabilitation of portions of its existing terminal. The project consists of new passenger loading bridges, renovation & expansion of departure gates 2-6, and renovations to ticketing "B" area, and minor renovations to gates 9-12.

Gates 2-6 - As part of the Gates 2-6 gate renovations, the current concession area is being replaced by a new area consisting of approximately 1,700 square feet of additional concession space developed for food and beverage concessions. It is anticipated that this area will be completed on or about early 2009. The Airport will be constructing the "shell area" as depicted in Exhibit "B" - Phase 1 Gates 2-6 for the new concession space. However, all tenant build out will be the responsibility of the successful proposer. **As part of this proposal package**, the interested firms should submit their proposed food service layout in detail inclusive of finish schedules and their itemized level of capital dollar investment in the concession space area. It is a requirement that the concessionaire make a best faith effort to complete their build out in this area simultaneously with the Airport's completion of terminal renovations in Gates 2-6 so that the concession space is ready for business when the departure area is opened by public use. It is estimated that this area would be ready for concessionaire's finish out approximately December 1, 2008 with a target opening date of February 28, 2009.

Gates 9-12 – There is an area of approximately 500 square feet of concession space in Gates 9-12 that is available for the food and beverage concession. There is currently a fixed counter in this area with light snacks, sandwiches, and beverages available for the traveling public. **As part of this proposal package**, the interested firms should submit their detailed layout of how they would expect to finish out this area as well as their level of capital dollar investment in the new concession space area. It is estimated that this area would be ready for concessionaire's finish out approximately January 1, 2009 with a target opening date of February 28, 2009.

SECTION E – SCOPE OF WORK CONTINUED

Phase 1B - In addition to the current Terminal project, the Airport is planning on future terminal departure expansion within the next five to seven years. A second level departure area will be constructed for departure gates 9-12. Part of this project will include new concession space consisting of approximately 800 square feet for food and beverages. This is depicted per Exhibit "C" – Phase 2 Gates 9-12. **As part of this proposal package**, the interested firms should submit their detailed layout of how they would expect to finish out this area as well as their level of capital dollar investment in the concession space area.

4.0 TERMINATION & ASSIGNMENT OF EXISTING CONCESSION AGREEMENT WITH CURRENT VENDOR

Right of Assignment of Existing Agreement: The existing concession agreement allows the Airport the unilateral right of assignment with 30 days written notice.

"Assignment of Concession Agreement: During the term hereof, at COUNTY'S sole discretion, COUNTY shall have the right to complete an assignment of the said Concession Agreement, thus releasing of the concession to a third party. Should COUNTY release said concession by assignment to a third party, CONCESSIONAIRE readily agrees to the assignment once requested by COUNTY. CONCESSIONAIRE does willfully acknowledge COUNTY'S unilateral right to assign and further agrees to such assignment. CONCESSIONAIRE shall promptly cooperate with COUNTY during the transition period. Provided the concession fees are paid in full, no assignment of the Concession Agreement will be requested by COUNTY that would interrupt or discontinue CONCESSIONAIRE'S operation of the business during the time period of February 1, 2006 to April 30, 2006. Otherwise COUNTY shall give thirty (30) days written notice in advance to CONCESSIONAIRE of COUNTY'S intent to assign the existing Concession Agreement to a third party. CONCESSIONAIRE shall have thirty (30) days from receipt of said notice to vacate said premises.

Terminal Renovation and Expansion: The existing concession agreement as amended (Exhibit "D") provides that the County may terminate the existing concession agreement with 30 days written notice or in the event of Terminal remodeling, renovations, and expansion or for any reason in the County's sole discretion with 30 days written notice. The excerpt of this provision from the current agreement as amended is as follows:

Lease Term: Should COUNTY remodel, renovate, expand, or redevelop said Terminal Facilities during the fourth or fifth year of said option period, COUNTY shall have the right to terminate said Concession Agreement with 120 days written notice to CONCESSIONAIRE. Upon termination of said Concession Agreement, unless CONCESSIONAIRE is in default of said Concession Agreement, COUNTY shall not preclude CONCESSIONAIRE from any future bid process for said Terminal Building Concession rights."

This provision of the existing concession agreement enables the County the opportunity to involve/invite other interested food service providers to participate with the Terminal Building renovation by their involvement in upgrading and expanding the existing concession.

Should the existing concession operator default on the existing concession agreement or prematurely close the business during the transition period between the bid award and the effective date of the new concessionaire taking occupancy, the Airport requires the selected concessionaire to accept the assignment of the existing agreement and immediately (24 hours) begin food service.

The assignment period shall not extend beyond December 31, 2008 or less based upon mutual agreement of the parties. At that time, the prior Agreement will be terminated and the new Concession Agreement will commence.

SECTION E – SCOPE OF WORK CONTINUED
5.0 SPECIAL CONDITIONS
5.1 Airport Environment

It is important for Proposers to note that the Airport operating environment presents a unique set of challenges that do not exist in a typical restaurant or shopping center setting. Following are some of the key factors that may affect concession operations at the Airport:

- a. Airport customers have a limited amount of time to spend in restaurants and shops and must be served quickly.
- b. Facilities must be open three hundred sixty five (365) days a year with operating hours and staffing levels adequate for both the hourly and seasonal peaks in passenger traffic. Facilities must be opened 90 minutes prior to the first flight and 30 minutes after the last flight.
- c. Staffing levels must be sufficient to allow employees to take breaks, leave to receive shipments, and move products from storage without interrupting operations.
- d.. Major flight delays, generally weather related, are not uncommon. An airport is affected not only by local weather, but also by weather in other parts of the country. This can result in a significant population of restless travelers at unusual hours. The concession operations plan must be flexible enough to provide extended hours to accommodate the additional business and customer service opportunities these delays afford.
- e.. Proposers must schedule deliveries at times that do not conflict with the Airport's peak traffic times. All deliveries must unload at designated areas. Tenants are responsible for arranging transportation of the supplies to the storage areas and coordination of any security checks.
- f. The Terminal is a non-smoking facility.
- g. Tenant employees are ambassadors for the Airport and the region. Training is essential and should include knowledge of the Terminal areas and other services available to travelers. Employees at all concession locations are expected to be able to assist the public with finding their way within the Airport. As such, your employees are provided with information regarding the locations of other concessions, restrooms, elevators, airlines, gates, information desks, etc and that such information is provided upon request and with all due courtesy and dispatch.
- h. Passengers must be able to easily identify Tenant employees. All employees are required to be in a uniform and also to aid the passengers, all Tenant employees are required to wear name badge while on duty.

5.2. Adhere to all Airport security requirements.
6.0 PROPOSAL REQUIREMENTS AND FORMAT

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the Airport's understanding and evaluation of their proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide **ONE (1) ORIGINAL AND FIVE (5) COPIES** and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and in a binder in the following order:

Table of Contents

- List title of each tabbed section and title of any additional information included in this Proposal.

Tab 1 – Proposed Concessionaire Information

- 1.1 Name of contact person(s) for correspondence and notification purposes
- 1.2 Legal name/names of principal officer and the authorized representative to work with the County
- 1.3 Evidence of the proposer's background and experience demonstrating the capability to design, implement and operate Airport food and beverage concession operations similar in scope to that proposed at St. Petersburg-Clearwater International Airport.
- 1.4 Describe your financial and management ability to develop and operate the airport food and beverage concession.

SECTION E – SCOPE OF WORK CONTINUED

- 1.5** Summary of qualifications, listing of existing airport food and beverage concessions operations and non-airport food and beverage operations (whether leased or owned) in operation over the last five (5) years with contact information for landlords where applicable. For airport locations, this information should include the following:
- a. Name and location of all airport operations indicating the two locations proposer believes to be its best operations
 - b. Name and telephone number of airport contact person
 - c. Term of lease or concession agreement at each location
 - d. Gross receipts and number of enplaned passengers at each location for the past three calendar years
 - e. Number of employees per location
 - f. Basic financial arrangements with each airport operator including, but not limited to minimum annual guarantees, percentage of gross receipts payments and investment requirements

Tab 2 – Authorization to do Business in Florida and Management / Organization

- 2.1** Evidence of authorization and certificate of good standing issued by the Secretary of State of Florida indicating proposer is authorized to conduct business within the State of Florida whether a Florida or non-Florida corporation, joint venture, limited partnership or sole proprietorship. Certificate should be dated within 6 months of proposal submission date.
- 2.2** Name of Proposed Resident Manager.
- a. Proposed resident manager's resume of experience. If the resident manager has not been identified at the time of proposal submission, provide summary of qualifications and experience required.
 - b. Comparable projects managed by proposed resident manager, if known at time of proposal submission.

Tab 3 – Financial Statements

- 3.1** Publicly traded corporations to provide consolidated financial statement as submitted to the Securities and Exchange Commission on Form 10K for proposers last two fiscal years, or, if privately held, proposer should submit balance sheets, statement of income, and statement of cash flow for the last two fiscal years. Please note that any financial statements provided shall be audited by an independent certified public accountant, if such audited financial statements are available.
- 3.2** Indicate if the proposer or any principals ever had a bond canceled or filed for bankruptcy. If so, provide a separate statement indicating the conditions and resolution of this matter.

Tab 4 – Plans of Proposed Improvements to Food and Beverage Concession Space

- 4.1** Provide a conceptual plan and color or black/white copy of rendering detailing how proposer plans to develop the food and beverage concession space and provide a detailed description of proposer's conceptual plan and marketing strategy. The conceptual plan shall include, at a minimum, the following:
- a. The proposed layout of the concession space
 - b. A front elevation of the proposed conceptual plan of the pre and post concession areas shown in Exhibits "A, B, & C"
 - c. Architectural style, building materials and general design and color scheme
 - d. Proposed signage and themes.
 - e. The proposed facility design including type of construction, compliance with any Federal Aviation Administration (FAA) or Transportation Security Administration (TSA) design limitations, general appropriateness to the St. Petersburg-Clearwater market of the themes and concepts proposed and cost effectiveness of the proposed food and beverage concession.
 - f. A design and description of any proposed Kiosks, carts or free standing concession stands
 - g. Proposed new equipment and furnishings, if any.
- 4.2** All design documents must be reviewed and approved by Pinellas County and the Airport prior to any construction. It is the responsibility of the selected Proposer to obtain and comply with all permits, licenses and authorizations as may be applicable from all governing agencies having jurisdiction over the area to be developed and operated as the Food and Beverage Concession in the Airport Terminal.)

SECTION E – SCOPE OF WORK CONTINUED

Tab 5. Minimum Proposed Investment in Concession Space

- 5.1** Provide a detailed summary of the minimum capital investment proposed in development of the concession space for both the landside and airside concession areas, separately stated. Capital investment costs would include all approved design and construction costs for the planned improvements.
- 5.2** Pre Security - Proposer may use, remove or other disposition of existing furnishings, fixtures and equipment owned by the Airport as shown on Exhibit "D." Proposer should indicate any investment in new furnishing, fixtures, and equipment for this area as opposed to using the existing Airport owned furnishing, fixtures, and equipment. Should the proposer decide not to use any of the County furnished equipment and furnishings, these will need to be turned over to the Airport at that time for proper disposal. At the expiration or termination of the Concession Agreement, all existing furnishings, fixtures and equipment may revert to the ownership of Pinellas County. (Note: In order to make a responsive proposal it is not necessary to make any improvements to the exclusive concession space. However it is the intention of this proposal to strongly encourage the proposers to upgrade and modernize existing facilities to the greatest extent possible within the scope of prudent business planning and will be scored accordingly.)
- 5.3** Post Security - Exhibits "B and C" shows the existing Concession locations and the corresponding square footage of each, including the new concession area as noted under Terminal Expansion project. Proposer is to describe in detail what proposer perceives to be the best and highest use for each of the Concession locations. The Airport will also consider proposals to use carts and kiosks in addition to the Concession locations. Proposers, if so proposing, must indicate how much they will invest in improvements to the new concession locations and in equipment and trade fixtures installed and used exclusively in the Concession locations, and in portable carts/kiosks, if any. This investment is to be expressed in a dollars.
- 5.4** Each proposer should state whatever new and innovative concepts it deems appropriate, as well as methods proven effective to stimulate sales.
- 5.5** Dollar Level of Investment in Existing Restaurant Facility
- 5.6** Dollar Level of Investment in New Concession area in Gates 2-6
- 5.7** Dollar Level of Investment in concession area existing in Gates 9-12
- 5.8** Dollar Level of Investment in concession area in future second level passenger departure gate 9-12
- 5.9** Capital expenditures cost that are eligible to be attributed to the Minimum Capital Expenditure shall include all cost paid to nonaffiliated third parties for work performed, services rendered and material furnished for construction of the Assigned Areas and New Concession Areas subject to the following conditions and limitations:
 - a. Payments made by Concessionaire to independent contractors for engineering, inspections, construction management service, architectural design work shall be considered Approved Costs; provided, however, such Approved Costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
 - b. Only true third party costs and payments made by Concessionaire shall be considered approved Costs.
 - c. Costs for consultants (other than engineering and design consultants, as provided above), legal fees and accountant fees shall not be considered Approved Costs.
 - d. Finance and interest expenses shall not be considered Approved Costs.
 - e. Administration, supervisor and overhead or internal costs of Concessionaire shall not be considered Approved Costs.

SECTION E – SCOPE OF WORK CONTINUED
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Tab 6: Percentage Rental and Alternative Payment Terms**6.1** Percentage Rent:

- a. Proposed Percentage Rent on Retail Food & Beverage Sales
- b. Proposed Percentage Rent of Beverage Sales (Alcoholic)

6.2 Minimum Annual Guarantee (Optional):

- a. Optional minimum annual guarantee based on _____¢ per enplaning passenger
- b. Note: percentage rent can be proposed on a tiered basis based on certain levels of enplaned passengers.

6.3 Alternative Payment Terms:

[On a separate page, the Proposer should fully outline its suggestions in compensating the County for the privilege to operate the Food and Beverage Concession at the Airport.]

Tab 7 – Management and Operating Program

7.1 Submit a detailed description of the management structure and operating program (including staffing plan) to be used in the operation of the food and beverage concession. Describe the relationship of the local operating staff in St. Petersburg-Clearwater to the corporate structure if part of a larger corporation. Proposer may use charts, pictures and diagrams as necessary.

7.2 Describe personnel policies and training programs.

7.3 Submit a resume of the on-site manager to be assigned to the St. Petersburg-Clearwater facility, if known.

7.4 Describe your company's customer service philosophy.

7.5 Describe your experience at other Airports.

(Please note: Minimum hours of operation shall be subject to adjustment by the Airport Director to require food and beverage services for all departing commercial flights from St. Petersburg-Clearwater International Airport. In addition, the Airport Director may adjust minimum hours to provide food and beverage as may be needed for the necessity and convenience of the public, such as during flight delay periods.)

Tab 8 – Airline Catering

8.1 Proposers shall have the non-exclusive right to provide airline catering services from St. Petersburg-Clearwater International Airport. The percentage of gross receipts fee applicable to airline catering shall be 7% of gross receipts separately reported and paid by the 20th of the month following the month in which airline catering activity or services were provided at the Airport.

8.2 The proposers should describe their prior airline catering experience.

SECTION E – SCOPE OF WORK CONTINUED**Tab 9 -Proposed, Menu and Pricing**

- 9.1** Preferred menu concepts at St. Petersburg-Clearwater International Airport include national and regional branding, healthy food choices, and a bar area serving a full range of alcoholic beverages and food service. The County's overall goal of this concession solicitation is to provide the public with outstanding quality and variety of appetizing food and drink choices that appeal to contemporary public needs and preferences and are provided at reasonable and competitive prices when compared to similar facilities outside the Airport environment.
- 9.2** Proposed menu and pricing including quality, variety and creativity of product offerings. Proposers should:
- a.** Describe in detail the type of food and beverage service proposed
 - b.** Describe reasons and strategy for the concepts proposed
 - c.** Provide a detailed description of all proposed menu items and provide the proposed price list
 - d.** Indicate what sales incentives or programs that will be made available to Airport's tenant's employees

Tab 10- Marketing Plan

- 10.1** Provide a detailed description on how the food and beverage concession will be marketed to the air traveling public and members of the general public within the Terminal Building. Description shall include methods and proposed strategy for maximizing projected revenues. Proposer should also describe how it would attract potential business at the Airport's fixed base operators and also the potential of attracting customers from the local businesses on and near the Airport.
- 10.2** Provide recommendation for any signage within the areas of the Terminal.

Tab 11 - Time Frame

- 11.1** Describe the time frame for proposed construction of improvements/renovation of the food and beverage concession space.
- 11.2** Project commencement date (number of months after Lease is approved by Pinellas County).
- 11.3** To the best of your abilities, provide a description of how food and beverage service will continue to be provided to the public during construction and renovations proposed.
- 11.4** Project completion date (open for business) in accordance with Section 3.0

Tab 12 - Requested changes to Concession Agreement:

- 12.1** List any requested changes to the draft Concession Agreement, attached Exhibit "E". Each requested change shall reference the Lease article and page number.
- 12.2** All terms and conditions in the Draft Lease Agreement are final unless any requested changes are approved and agreed upon. The County has the right to negotiate the terms and conditions with the selected Proposer. Consideration will be given to the least changes or minimal changes only.

Tab 13 – DBE Plan

- 13.1** Proposers shall make good faith efforts as defined in Appendix B of 49 C.F.R Part 23 Regulations of the Office of the Secretary of Transportation, as it now exists or may be amended in the future, to subcontract 10% of the dollar value of the concession to small business concerns owned and controlled by socially or economically disadvantaged individuals (DBE). In the event that the proposed qualifies as a DBE, the concession goal shall be deemed to have been met.
- 13.2** Individuals who are reputably presumed to be socially and economically disadvantaged include Women, African Americans, Hispanics, Native Americans, Asian –Pacific Americans, Asian Indian Americans. All proposers shall complete and submit Attachment 2 & 3 as a part of their proposal.

Tab 14 – References

Please provide list of business and Airport references for the last (5) years

SECTION E – SCOPE OF WORK CONTINUED
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7.0 LICENSES AND CERTIFICATES

- A. The County reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and laws of their community and the state of Florida, such as but not limited to: occupational licenses, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.
- C. The selected firm must have the ability to obtain a full liquor license.

8.0 EVALUATION AND SELECTION CRITERIA

An Evaluation & Selection Committee will review each proposal. Proposer may be required to interview with the Committee to answer questions or give additional information regarding the project or for a formal presentation.

A.	<u>Proposed Concessionaire Information (Tabs 1,2 & 3) –</u>	100 points
B.	<u>Plans of Proposed Improvements to the Food and Beverage Concession Space (Tab 4) –</u>	100 points
C.	<u>Dollar Value of Proposed Investment in Concession Space (Tab 5) –</u>	150 points
D.	<u>Percentage Rental and Alternative Payment Terms (Tab 6) –</u>	200 points
E.	<u>Management and Operating Program (Tabs 7, 11,12,13 &14) –</u>	150 points
F.	<u>Airline Catering (Tab 8) –</u>	100 points
G.	<u>Proposed Menu and Pricing (Tab 9) -</u>	100 points
H.	<u>Proposed Marketing Plan (Tab 10) -</u>	100 points

TOTAL	1000 POINTS
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9.0 PRESENTATIONS BY RESPONDENTS

- A. The County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly fulfill the requirements of the Concession Agreement. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: Services, Food & Beverages Concession St. Petersburg-Clearwater International Airport Terminal

Proposal No.: 067-0660-IP (TS)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **Five** copies.

Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

Address

City, State, Zip

Telephone

Fax

Federal Employee ID No. (FEIN)

Account Representative Email Address

Company Email Address (for Electronic Solicitation Notifications)

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

NAME & TITLE (print): _____

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> <div style="border-bottom: 1px solid black; width: 40px;"></div> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Proposal Title: Services, Food & Beverages Concession St. Petersburg-Clearwater International Airport Terminal

Proposal No: 067-0660-IP (TS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase, listed under category 'Bid Schedule'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. 067-0660-IP (TS) **for** Services, Food & Beverages Concession St. Petersburg-Clearwater International Airport Terminal

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
(explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

CONCESSION AGREEMENT FOR FOOD AND BEVERAGES AT THE ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT

THIS CONCESSION AGREEMENT hereinafter called "Agreement" is made and entered into this _____ day of _____, 2007 by and between the by and between PINELLAS COUNTY (COUNTY), a political subdivision of the State of Florida, and _____, (CONCESSIONAIRE), having an office and/or principal place of business at _____.

W I T N E S S E T H:

WHEREAS, it is the desire of the County to have located in the Terminal at St. Petersburg-Clearwater International Airport (hereinafter called the "Airport") a Food and Beverage Concession (hereinafter called "Concession"), and to have the Concession operated by an entity or entities other than the County; and

WHEREAS, the County has, heretofore, solicited competitive proposals covering the right/license to operate a Food and Beverage Concession in the County's Terminal facilities at the Airport; and

WHEREAS, on _____, 2007, a Proposal was received from the Concessionaire, which was carefully analyzed and fully reviewed, and an investigation of the organization submitting said Proposal having been made by the County. The County determined that the Proposal of the Concessionaire meets the County's needs for the Airport and the Pinellas County Board of County Commissioners selected the Concessionaire as the operator of this Concession at the Airport, all in accordance with this Agreement, the basic requirements contained in the County's Request For Proposals and the specific commitments and undertakings of the Concessionaire in its Proposal; and

WHEREAS, it is the desire of the Concessionaire to operate the Concession in accordance with the terms and conditions hereof and of its Proposal; and

WHEREAS, the County has commenced a renovation program at the Airport ("Renovation Program") which includes the construction of expanded holdroom departure gates at the Airport Terminal, and

WHEREAS, the Renovation Program will provide additional space for expansion of the food and beverage concessions at the Airport Terminal, and

WHEREAS, Concessionaire agrees herein to make substantial refurbishments, to existing food and beverage facilities and to make a material capital investment in the new terminal food and beverage concessions areas created by the Terminal Renovation Project, and other mutual agreements contained herein, and

NOW, THEREFORE, for and in consideration of the payments herein reserved, and of the covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.01 "Airport" means the St. Petersburg-Clearwater International Airport.

1.02 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" has the meaning set forth in Title 49, Part 23 of the Code of Regulations, as now enacted, or hereafter amended or any successor regulation specifically enacted to replace Title 49, Part 23.

1.03 "Airport Terminal" and "Terminal" means the existing airline passenger terminal building at the Airport, and the departure gates "2-6" and "9-12" ("Gates") as reconfigured or expanded during the Term of this Agreement.

1.04 "Annual Gross Revenues" means the total Gross Revenues of Concessionaire for each Contract Year.

1.05 "Contract Year" means the twelve (12) month period, beginning on _____ and ending on _____, and each twelve (12) month period thereafter, until the termination of this Agreement.

1.07 "County" means the Board of County Commissioners of Pinellas County.

1.07 "Airport Director" means the Airport Director of the St. Petersburg-Clearwater International Airport and includes any person as may, from time to time, be authorized in writing by the Airport Director to act in his behalf.

1.08 "Existing Assigned Areas" means the locations in the Terminal depicted on Exhibits "A" & "B", titled Existing Restaurant Area attached hereto and made a part

1.09 "FAA" means the Federal Aviation Administration.

1.10 "Force Majeure" means any event or cause beyond the reasonable control of the party otherwise required to take an action or perform hereunder and which is not due to the fault, action, or inaction of such party, including but not limited to, strikes, riots, acts of God, shortages of labor or materials, war, governmental actions or inactions or inability to obtain necessary governmental approvals for actions required hereunder (including, but not limited to, permits and licenses), or the failure of the other party to perform its obligations hereunder. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party.

1.11 "Gross Revenues," and "Gross Revenues of Concessionaire," means the aggregate of all charges or other fees charged by Concessionaire on all sales made by Concessionaire of food and beverages, including alcoholic beverages, in-flight catering, and all other items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Concessionaire at the Airport or from the operations of Concessionaire under this Agreement, whether for cash or credit, without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid. "Gross Revenues" shall include all gross revenues of Concessionaire and/or any of its sublessees, assignees, sublicenses, or subcontractors that are doing business from any portion of the Airport premises. "Gross Revenues" shall not include: (1) sales tax collection allowance paid the State of Florida to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by the County and Concessionaire; (3) any refunds made by Concessionaire to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing authority; (5) tips and gratuities, and free or compensatory meals for employees of Concessionaire; (6) rebates and volume discounts from manufacturers or distributors; and (7) proceeds from the sale of used equipment owned by Concessionaire.

1.12 "Leasehold Improvement(s)" or "Improvements" means all structures, furnishings, displays, equipment, trade fixtures, and all other improvements and fixtures that are or become permanently installed or affixed at the Existing Assigned Areas and New Concession Areas, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any Existing Assigned Area and/or New Concession Area is considered permanently installed or affixed and is included within the definition of Leasehold Improvement. The term "Leasehold Improvements" shall not include "Personal Property," as defined in Article 1.17 herein.

1.13 "Minimum Annual Guarantee" means the minimum amount of money that is due annually and payable monthly to Airport from Concessionaire, as provided in Article 5 of this Agreement.

1.14 "Monthly Gross Revenues" means the aggregate amount of all Gross Revenues of Concessionaire during any month.

1.15 "New Concession Areas" are those areas to be designed, constructed and occupied by Concessionaire in the Terminal upon their completion as shown in Exhibits "B" and "C", titled "New Concession Areas" attached hereto and made a part hereof.

1.16 "Percentage Fee" is the aggregate of the amounts that are derived as a percentage of Gross Revenues, as provided in Section 5.01.

1.17 "Personal Property" means all furniture, furnishings, trade fixtures, and equipment owned by the Concessionaire, located in the Assigned Areas, but not permanently affixed thereto.

1.18 "Privilege Fees" means fees payable to Airport by Concessionaire pursuant to this Agreement.

1.19 "Term" of this Agreement or words of similar import shall mean the term set forth in Article 2, hereof.

1.20 "TSA" means the Transportation Security Administration.

ARTICLE 2 **EFFECTIVE DATE AND TERM**

2.01 Effective Date. This Agreement shall become effective only when signed by Pinellas County and Concessionaire.

2.02 Term. Agreement shall be for a term of 10 years commencing on _____ (the "Commencement Date") and terminating midnight on _____ ("Term").

ARTICLE 3 PRIVILEGES AND ASSIGNED AREAS

3.01 Description of Specific Privileges, Uses and Rights. The County hereby grants Concessionaire the following non-exclusive specific license privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants set forth in this Agreement. Concessionaire shall operate from the Assigned Areas described and follows and depicted on the exhibits attached hereto and made a part hereof,

<u>Pre-Security Area</u>	<u>Exhibit</u>
Existing Restaurant Area	"A"
<u>Post Security Area</u>	
Gates 2-6 New Concession Area	"B"
Gates 9-12 Existing Concession Area	"B"
Phase 1B Terminal New Concession Area	"C"

- a. Concessionaire shall have the exclusive license, right, privilege and obligation to sell in the Airport Terminal for on-Airport consumption and operate food and beverage services within the Airport Terminal including, but not limited to: seated dining, coffee facilities, concession stands and bars, snack bars and cocktail lounges. All of such sales may only be conducted from the Assigned Areas according to the terms and conditions of this Agreement. Concessionaire shall have no sublicensee, subcontractor or subtenant operators of any food or beverage services provided hereunder, except as set forth in Article 16 or as specifically approved in writing by the Airport. For those facilities operated directly by Concessionaire, Concessionaire shall be the holder of any franchises that are required in connection with any of the food and beverage services provided hereunder. Concessionaire's ACDBE subcontractors described by Article 21 may be the holder of franchises required in connection with the food or beverages provided by said ACDBE.
- b. It is understood that the rights granted herein do not apply to other Airport areas. The County by and through its County Administrator may authorize in writing the Concessionaire the ability to operate Food and Beverage Concessions at other facilities upon the property of the airport, in which instance County and Concessionaire may negotiate terms for such expanded rights as may be mutually agreeable to the parties.
- c. Concessionaire expressly agrees for itself, its permitted subleases, successors and assigns, to prevent any use of the Assigned Areas which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
- d. Concessionaire acknowledges and agrees that in an airport environment it may be necessary from time to time to relocate air carriers from one departure gate area to another gate area.

3.02 Description of General Privileges, Uses and Rights. In addition to the privileges granted in Article 3.01 of this Agreement, the County hereby grants to Concessionaire:

- a. The non-exclusive use of the Public Areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of the Airport. The Airport shall have the full right and authority to make all rules and regulations as the Airport may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas; and
- b. For so long as Concessionaire is not in default hereunder, Concessionaire shall and may peacefully and quietly have, hold, and enjoy the Assigned Areas, solely for the purposes provided hereunder during the Term of this Agreement, and subject to the terms and provisions of this Agreement.
- c. The non-exclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder.

- d. Nothing herein contained shall be construed to grant Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airport, improved or unimproved, that is leased or assigned to a third party. The general privileges, uses and rights granted in this Article 3.02 shall be subject to the terms, conditions and covenants set forth in this Agreement.
- e. The concessionaire may also utilize all of the County owned furnishings, fixtures, and equipment listed on Exhibit "D" and should the concessionaire remove or replace of the County owned furnishings, fixtures, and equipment they must be turned over to the Airport for proper disposition and disposal. If the concessionaire chooses to utilize County owned equipment then it is the expressed responsibility of the concessionaire to maintain any said County owned equipment in good working order.

3.03 Restrictions of Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the operation and management of a food and beverage concession. Concessionaire covenants and agrees that the Assigned Areas shall be used solely for the uses permitted in Articles 3.01 and 3.02 above and for no other purposes whatsoever.

3.04 Condition of Assigned Areas. The County makes no representations or warranties whatsoever as to: (i) the condition of the Assigned Areas or any improvements (other than structural improvements made by the County in the Assigned Areas, which shall be the responsibility of the County) or personal property in the Assigned Areas, including without limitation all improvements currently installed at such locations and all future improvements to be installed thereto, or (ii) whether the Assigned Areas or any improvements or personal property in the Assigned Areas, are in compliance with applicable federal, state, county and local laws, ordinances, rules, or regulations, or (iii) the fitness of the Assigned Areas or any improvements or personal property in the Assigned Areas, for any particular purpose. Concessionaire specifically obligates itself to conduct its own due diligence investigation as to the suitability of the Assigned Areas and any such improvements for Concessionaire's purposes. The Assigned Areas and New Concession Areas and all improvements therein are provided for Concessionaire's use in "AS IS CONDITION" and "WITH ALL FAULTS." The Concessionaire shall not be entitled to any adjustment of any Fees or other payments hereunder on account of the condition of the Assigned Areas or of any improvements or any failure of any improvements to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect to the Assigned Areas or of any improvements or because of the inability of obtaining or any delay in obtaining any required approvals from any governmental body having jurisdiction. Furthermore, the Concessionaire hereby releases the County of any and all claims and liabilities whatsoever on account of the condition of the Assigned Areas and any improvements or any failure to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect thereto, or the necessity for obtaining any approvals from any governmental body.

3.05 New Concession Areas. Subject to the provisions hereof, the County shall make available to Concessionaire the new concession areas, which are depicted on Exhibits "B" and "C", titled New Concession Areas.

- a. Exterior walls, all structural roof construction, all structural floor construction and all exterior windows walls; provided, however, Concessionaire shall be responsible for the construction of store fronts and all finishes.
- b. All sprinkler lines, drops and heads throughout the New Concession Areas will be in place on sprig-ups. Concessionaire to complete installation with ceiling work. HVAC, potable water and sanitary waste trunk lines will be provided to the nearest boundary of the applicable portion of the New Concession Area. Adequately sized electrical power and communication conduits will be stubbed within New Concession Areas and terminate at the appropriate electrical or communication closet.
- c. The following level of finish will be provided within the New Concession Areas: Floors:
 - (i) Epoxy terrazzo in the post security food court seating area;
 - (ii) Smooth-trowel finished concreteCeilings:
 - (i) exposed structure at post security food court area or existing lay-in ceiling tile;Walls:
 - (i) Primed gypsum board post (food court area) or glass/aluminum curtain wall at exterior and unfinished gypsum board at interior demising walls.

Except as noted above, all finishes by Concessionaire. Furthermore, it should be noted that the new concession depicted area on Exhibit "C" will not be available until completion of Phase 1A of Terminal renovations.

3.06 In-Flight Catering In addition to the rights set forth under this Article 3, the Concessionaire is authorized to use the premises to provide in-flight catering services.

3.07 Non-Exclusive Items Concessionaire's exclusive rights hereunder shall not include the following:

- A) In-Flight Catering
- B) Vending Machines
- C) Pre-packaged food snack items and candy including but not limited to chips, nuts, candy, mints, bottled water, and popcorn vending.

3.08 Prohibited Items The following items are prohibited from sale by the concessionaire

- A) Gum
- B) Gifts, magazines, newspapers, sundries, clothing
- C)

ARTICLE 4 CONSTRUCTION OF LEASEHOLD IMPROVEMENTS

4.01 Minimum Capital Expenditure. Concessionaire shall expend not less than _____ Dollars (\$_____) for Leasehold Improvements and Personal Property for the Assigned Areas and New Concession Areas ("Minimum Capital Expenditure"). Exhibits "A", "B", and "C", attached hereto and made a part hereof, lists the Assigned Areas and New Concession Areas and the Leasehold Improvements that Concessionaire shall make thereon. Capital expenditures cost that are eligible to be attributed to the Minimum Capital Expenditure under this Section 4.01 shall include all cost paid to nonaffiliated third parties for work performed, services rendered and material furnished for construction of the Assigned Areas and New Concession Areas subject to the following conditions and limitations:

- a. Payments made by Concessionaire to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such Approved Costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
- b. Only true third party costs and payments made by Concessionaire shall be considered approved Costs.
- c. Costs for consultants (other than engineering and design consultants, as provided above), legal fees and accountant fees shall not be considered Approved Costs.
- d. Finance and interest expenses shall not be considered Approved Costs.
- e. Administration, supervisor and overhead or internal costs of Concessionaire shall not be considered Approved Costs.

4.02 Minimum Capital Expenditure Completion Dates. The Minimum Capital Expenditures shall be completed within ninety (90) calendar days from receipt of written notice to proceed from the Airport Director. The Airport Director, in his sole discretion, can extend the Minimum Capital Expenditure Completion Dates.

4.03 Certified Statement of Minimum Capital Expenditure. Within one hundred and eighty (180) calendar days following the completion of installation of improvements, Concessionaire shall provide the Airport a certified statement by the concessionaire's financial officer of monies actually expended in the design and installation of the improvements, in accordance with the approved plans. The statement audit shall certify: (i) the total of all monies actually expended for the improvements; and (ii) the amount of such expenditures that may be counted as Approved Cost toward the Minimum Capital Expenditure. Concessionaire shall provide, upon request, such invoices and other back up documentation as may be required by the Airport to verify the amount of capital expenditure and the amount which may be counted as Approved Cost toward the Minimum Capital Expenditure.

The determination of eligibility shall be at the sole discretion of the County. Notwithstanding the foregoing, the time periods described herein for the improvements to the Assigned Areas shall be extended if Concessionaire's work is delayed by Force Majeure.

4.04 Failure to Meet Minimum Capital Expenditures. If Concessionaire fails to expend the required Minimum Capital Expenditures to the Assigned Areas, as applicable within the required period of time for such expenditure as described above, then the difference between the required Minimum Capital Expenditure and the amount actually expended by Concessionaire as verified by the certified statement shall be paid by Concessionaire to the County within thirty (30) calendar days following written demand by the County.

ARTICLE 5 PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

5.01 Concession Privilege Fees. For the privilege of operating an exclusive food and beverage concession at the Airport Terminal during the term of this Agreement, Concessionaire agrees to pay to Airport as "Privilege Fees" for each Contract Year the greater of (i) the Minimum Monthly Guarantee or (ii) the Percentage Concession Fee all as hereinafter described and calculated as follow:

a) **Minimum Monthly Guarantee.** For each calendar month, or prorata portion thereof, during the term of this Agreement, the Concessionaire shall pay to the County, in payments, monthly in arrears, a Minimum Monthly Guarantee calculated at ____¢ times the number of departing passengers at the Airport for the previous calendar month, plus applicable sales tax. The payments shall be made in accordance with the actual record of enplaned passengers which will be furnished to the Concessionaire by the Airport on or before the seventh day of each subsequent month.

b) **Percentage Concession Fee.** The base Percentage Concession Fee for the term of this agreement shall be the sum of ____ PERCENT (____%) of the annual Gross Receipts of the Concessionaire from the sale of food and non-alcoholic beverages, in-flight catering, and off-premises catering activities performed by the Concessionaire from the Terminal; and _____ PERCENT (____%) of the annual Gross Receipts of the Concessionaire from the sale of alcoholic beverages (Bar), shall be paid to the County.

Within twenty five (25) days after the beginning of each and every month throughout the term of this Agreement, Concessionaire shall deliver a report of Gross Revenues for the preceding month on a form supplied by the Airport and signed by an officer, a partner, or other person authorized to sign on behalf of Concessionaire, to the County.

The Percentage Concession Fee shall increase with the amount of annual departing passengers on a calendar year as follows:

Above ____,000 departing passengers: Food increases to __%
Bar increase to __%

Above ____,000 departing passengers: Food increases to __%
Bar increases to __%

Above ____,000 departing passengers: Food increases to __%
Bar increases to __%

This Percentage Concession Fee adjustment will be made within 15 days after the end of each calendar year and the County shall advise the Concessionaire as to the actual number of departing passengers during the preceding calendar year, and shall revise the monthly invoices to the Concessionaire.

5.02 Method of Payment The Concessionaire shall pay to the County the Minimum Monthly Guarantee or Percentage Concession Fee (the "Concession Fee Payments"), whichever is greater, plus applicable sales tax and this amount shall be payable on or before the 25th day of each month, commencing with the following month in which concession fees accrue under this Agreement, in such a fashion as will provide to the County, on a calendar year basis, the higher of the cumulative Minimum Monthly Guarantee or cumulative Percentage Concession Fee. With this payment, the Concessionaire will supply the report of Gross Revenues as noted in 5.01 above.

5.03 Period of Concession Fees The above Concession Fee Payments shall begin on the commencement of the

Term hereof and shall continue over the period of this Agreement and be paid as set forth herein, the last payment of Minimum Monthly Guarantee or Percentage Concession Fee being due on or before the thirtieth (30th) day following termination of this Agreement.

5.04 Payment of Utilities. The Concessionaire shall be responsible, at its sole cost and expense, for the connection to, maintenance of and distribution within the Premises of all utilities that are not supplied by the County. For those utilities the County does not provide, the County will provide the nearest point of distribution for the Concessionaire's point of connection. Electricity, telephone, water and gas that are the Concessionaire's responsibility shall be separately metered and shall be Concessionaire's responsibility to pay.

5.05 Security for Payment. Prior to commencing operations at the Airport, Concessionaire shall post with the County, and Concessionaire must thereafter continuously maintain for the entire term, a performance bond equal to twenty five percent (25%) of the dollar value of its average guaranteed minimum annual concession fee for term of the concession agreement to cover Concessionaire's performance of all of its obligations under this Agreement for the entire term. The performance bond to be provided by Concessionaire and its surety shall be in a form acceptable to the County. The surety company shall be licensed to do business in Florida, and shall be otherwise acceptable to the County. Concessionaire shall be responsible for paying all required bond premiums. The performance bond shall be payable to the County in the event Concessionaire defaults in any of its monetary or other obligations to the County hereunder.

Failure to renew the performance bond as required by this Article 5.05 shall constitute a default of this Agreement entitling the County to all available remedies.

5.06 Reports Property of the County. Any and all reports and other data and documents provided to the County by Concessionaire in connection with this Agreement are and shall remain the property of County.

5.07 Cash Registers Standards. Concessionaire shall ensure that all locations have cash registers with tamper-proof cumulative totals and daily totals by category including separate totals for categories of "products," "credit card," "cash," "other" and "sales tax." All registers shall maintain records of each transaction with a paper receipt going to customer at time of service and an electronic journal shall be retained by Concessionaire for the period of time hereinafter required in Section 5.08.

5.08 Record Keeping. Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all Leasehold Improvements and Personal Property, hereof, all labor, overhead and all sales taxes collected, and also, the Gross Revenues of the business conducted at the Airport by Concessionaire, its sublessees, subcontractors, and sublicensees, and the aggregate amount of all sales and services and orders of all such business done upon or within the premises of, or in connection with, the Airport. Concessionaire further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as the County may request. Concessionaire its sublessees, subcontractors, and sublicensees, shall keep separate Books and Records for each of its Airport operations and shall provide copies thereof to the County upon request. Concessionaire shall keep all records for five (5) years after the contract expires.

a. **Sublessee, subcontractors and Sublicensees Books and Records.** Concessionaires and its sublessees', subcontractors', and sublicensees', Books and Records shall be kept and maintained during the "Retention Period" (as hereinafter defined). The "Retention Period" is three (3) years following completion of each Contract Year, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the Books and Records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the County to be applicable to any Books and Records, Concessionaire and its sublessees, subcontractors, and sublicensees, shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Concessionaire or its sublessees, subcontractors, and sublicensees. Concessionaire and its sublessees, subcontractors, and sublicensees, shall make all Books and Records required to be maintained hereunder available to the County at the Airport, or at the corporate headquarters of Concessionaire or its sublessees, subcontractors, and sublicensees, as applicable and as may be directed by the County.

- b. Audit of Concessionaire's Sublessees, Subcontractors and Sublicensees. County shall have the right, upon reasonable notice to Concessionaire at any time during the Retention Period, to review, inspect, and/or audit the Books and Records relating to Concessionaire's operations and the operations of its sublessees, subcontractors, and sublicensees, pursuant to this Agreement to determine the correct amount of any monies required to be expended by Concessionaire hereunder towards Leasehold Improvements and refurbishments, and the correctness of the Privilege Fees paid by Concessionaire to the County for any Contract Year which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hours notice and copies thereof shall be provided to the County upon request. In the event that any such audit reflects that the total Privilege Fees actually paid by Concessionaire during such Contract Year shall exceed the Privilege Fees due and owing for such Contract Year, then a refund will be made by the Airport to Concessionaire of the amount of the difference through credits against the monthly installments of Privilege Fees payable by Concessionaire hereunder. In the event that any audit reflects that the total Privilege Fees actually paid by Concessionaire during such Contract Year shall be less than the Privilege Fees due and owing for such Contract Year, then Concessionaire shall immediately pay the difference to the Airport with interest thereon at eighteen percent (18%) per annum from the date such additional Privilege Fees were due.
- c. Understated Gross Revenues. If, as a result of any audit, it is established that Concessionaire understated the Gross Revenues it received from operations covered by this Agreement by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by Concessionaire. The provisions of this Section 5.10 shall survive the expiration of termination of this Agreement.

5.09 Annual Audit Requirements. Concessionaire shall annually provide to the County an annual audit report on all Gross Revenues from its operations at the Airport and a separate similar report for each sublessee, subcontractor, or sublicensee. The special audit reports shall be prepared by an Independent Certified Public Accountant in accordance with the provisions of the "Codification of Statements on Auditing Standards." The special audit reports shall be filed with the County within ninety (90) calendar days after the end of each Contract Year covered by this Agreement during the Term and shall include the following: (i) Schedule of all revenues by category by month; (ii) Schedule of revenues by category upon which monthly payments to the County are computed and a list of payments to the Airport for the period.; (iii) A calculation to determine that the total monthly and annual Privilege Fees were paid in accordance with this Agreement.

The annual audit reports shall include an opinion on the schedule of all revenues by category and by month, the schedule of payments to the Airport, and the calculation of Privilege Fees. If the audit report indicates that the amount of Privilege Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to the Airport during such Contract Year, the Concessionaire shall pay the difference to the Airport with the audit report. If amount of Privilege Fees paid by Concessionaire to the Airport during any Contract Year exceeds the Privilege Fees due and owing for such Contract Year, the Airport shall credit the overpayment.

5.13 Audit by County. Notwithstanding any provision in this Agreement to the contrary, the County or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by the County, Concessionaire agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Concessionaire pursuant to Article 5.12 above, to make available to County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of the County. Concessionaire shall have thirty (30) calendar days from receipt of the audit report from the County or its representative(s) to provide a written response to the County regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article 5.13 shall constitute acceptance of the audit report as issued.

5.14 Unpaid Fees. If Concessionaire fails to make timely payment of any rentals, fees, charges and payments due and payable in accordance with the terms of this Agreement within ten (10) calendar days after same shall become due and payable, interest at the maximum rate allowed by law or one and one-half percent [1.5%] per month shall accrue against the delinquent payments(s) from the date due until the date payment is received by the Airport. The foregoing shall in no way be construed as a waiver of any right granted the County in this Agreement, nor shall this provision be construed to prevent the County from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law. In addition to payment of interest at said rate for any delinquency, an administrative fee of \$25.00 shall also be paid to the County for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with applicable Board of County Commissioners Resolutions or Board of County Commissioners approved Rules and Regulations, the Airport Director may waive the imposition of interest and administrative fees.

5.15 Place of Payments. Payments required to be made by Concessionaire under this Agreement shall be made payable to:

St. Petersburg-Clearwater International Airport
 Airport Directors Office – Suite 221
 14700 Terminal Blvd
 Clearwater, FL 33762

5.16 Licenses, Fees and Taxes. Concessionaire shall pay, on or before their respective due dates, all federal, state, city, county, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire or the estate hereby granted, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, county, city and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

5.17 No Set Off. The Concessionaire acknowledges that, through the date hereof, it has no claims against the County with respect to any of the operations of the Concessionaire at the Airport, or any of the matters covered by this Agreement, the Original Agreement or any other agreement it may have with the County, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to the County under this Agreement, the Original Agreement or any other agreement it may have with the County.

5.18 Other Fees and Charges. Concessionaire acknowledges that County has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by the County and not leased to or specifically provided to Concessionaire hereunder, and the procedures relating to payment of same. Concessionaire shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by the County.

5.19 Additional Rent and Charges. If the County is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the County or the expense so incurred by the County, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the County in the same manner and with like remedies as if it were originally a part of the privilege fees payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand therefore.

5.21 Dishonored Check or Draft. If Concessionaire delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, Concessionaire shall incur and pay a service charge in the amount established by the County from time to time. In such event, the County may require that future payments be made by cashier's check or other means acceptable to the County.

5.22 Net Agreement. This Agreement in every sense shall be without cost or expense to the County including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Areas.

5.25 Florida State Sales Tax. Should the State of Florida amend the statutes that currently state that "a person providing food and drink or other tangible personal property within the premises of an airport shall not be subject to the tax on any license to use such property", by rescinding this provision and providing that such concession services are taxable, Concessionaire hereby acknowledges that in this case, they will be responsible for all applicable sales taxes that may be imposed by the State of Florida.

ARTICLE 6 OPERATIONAL STANDARDS

6.01 Equal Treatment of Customers. Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

6.02 Quality of Service. Concessionaire shall provide good, prompt, efficient and courteous service to all users of the Airport. Concessionaire shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.

6.03 Hours of Operation. The hours of business during which Concessionaire is to conduct its operations at the Assigned Areas shall be such that passengers of any and all flights arriving at or departing from any Airport Terminal where Concessionaire is operating from will be accommodated, unless otherwise permitted by written consent from the Airport Director. The Airport Director or his designee reserves the right to order changes in the hours of operation to insure that such services are available.

At a minimum, however, the Concessionaire shall keep open at least for a period commencing one hour and thirty minutes before the first scheduled airline departure until one-half hour after the last scheduled airline arrival. The Concessionaire shall also use its best efforts to keep its facilities open for longer than normal hours in the case of delayed, off-schedule or charter aircraft operations.

6.04 Personnel. Concessionaire's personnel and/or representatives performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to the Airport. Personnel shall be required to wear the appropriate approved uniform at all times when on duty. Concessionaire shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. Airport shall be the sole judge as to whether the conduct of Concessionaries representative, agents, servants, or employees is objectionable, and if so judged by Airport, Concessionaire shall take all steps necessary to eliminate the conditions that occasioned such judgment. Concessionaire shall ensure that its employees are of sufficient number so as to properly conduct the operations of Concessionaires businesses at the Airport. Upon notification from the County as to the existence of any violations of the above criteria by one of its employees, the Concessionaire shall immediately take reasonable disciplinary measures, which may include discharge and (or) recurrent training, as the situation merits. The Concessionaire shall maintain a close check over its employees to ensure the maintenance of a high standard of service to the public and its customers and compliance with this Agreement. The performance of this obligation shall be determined at the sole discretion of the County. The Concessionaire shall take all proper steps to discipline employees who participate in acts of misconduct on or about the Assigned Concession Space, whether on or off duty.

6.05 Relationships with Other Concessionaires. Concessionaire shall maintain a friendly, professional, cooperative relationship with all other concessionaires and businesses at the Airport, and shall not engage in open or public disputes, arguments, disagreements, conflicts or actions tending to be incompatible to the best interest of the public of the Airport.

6.06 Manager. The management, maintenance and operation of the Assigned Areas shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Concessionaire. Concessionaire further agrees to assign a qualified subordinate to be in charge of the Assigned Areas and the products and facilities offered in this Agreement, and to be available in the absence of the Manager.

6.07 Wages. Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.

6.08 Cash Handling. The Concessionaire shall at all times observe cash handling and record handling systems, the cash handling and record handling systems shall be incorporated in the written policy and rules and regulations of the Concessionaire covering its accounting and handling of all transactions relating to merchandise and services under this Agreement. The County shall have the right to monitor and test all of the Concessionaire's services and controls by a responsible shopping service. Where such services identify a material breach in the terms and conditions of this Agreement by the Concessionaire, the Concessionaire shall reimburse the County for the cost of such shopping service. Where investigations performed by or for the County establish that Gross Receipts are not being recorded by the Concessionaire, or its employees, the Concessionaire shall pay to the County the amount which would have been due to the County, plus fifteen percent (15%). The County shall have the right to make a reasonable estimate of the losses which it has incurred.

6.09 Standard of Service. Concessionaire shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable airports, while at the same time operating in a commercially reasonable and legally required manner. The Airport's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Concessionaire.

6.10 Cleanliness. Concessionaire shall be responsible to ensure that all Assigned Areas are maintained in a clean and orderly manner and free of debris and trash.

6.11 Rules and Regulations. Concessionaire shall inform each of its employees of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such employees and representatives as to the methods and procedures used at the Airport. Concessionaire shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.

6.12 Employee Parking Facilities. The Airport, while providing parking facilities to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right, at the sole election of the County, to impose a reasonable charge for the privilege of utilizing these parking facilities.

6.13 Employee Identification Badges. Concessionaire agrees and consents to comply with the Airport's identification badge requirements. All of Concessionaire's employees and staff that work or have business at the Airport and any other person at the Airport at the request of, or pursuant to the requirements of, Concessionaire will obtain proper Airport badges to access and work in the respective work location and shall pay the County's applicable charges for such badges.

6.14 Contact Number. Concessionaire shall provide the Airport Director with emergency telephone numbers at which Concessionaire's manager may be reached on a 24-hour basis.

6.15 Conflict. Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of concession privileges, the Airport Director's decision on the matter shall be final and conclusive.

Concessionaire agrees to abide by the Airport Director's decision.

6.16 Vandalism and Fraud. Concessionaire shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of Concessionaire. Concessionaire shall assume all financial responsibility for dishonored credit cards, fraudulent calls and loss of funds or non-collected funds. None of the foregoing costs shall permit or entitle Concessionaire to any deductions from or credits against the Privilege Fees payable to the County.

6.17 Employee Discounts. Concessionaire shall provide a program for badged employee discounts (regardless of the identity of the employer) off the regular menu price (excluding alcoholic beverages) for all items offered for sale by Concessionaire at all of its Assigned Areas.

6.18 Pricing Policy. Concessionaire shall maintain a pricing policy which ensures that all food and beverage items at all Assigned Areas are sold at prices that are somewhat comparable with prices at comparable retail food and beverage outlets not located at either airports, attractions, entertainment parks or resorts. In the event Airport Director or his designee, in that person's sole discretion, determines that the price charged by Concessionaire for one or more of its food or beverage items is significantly more or higher than the price for a similar items at a similar and/or comparable outlet, then, within seven (7) calendar days of written notice of noncompliance with this Section 6.18, Concessionaire will reduce its price(s) for such items(s) accordingly. Concessionaire's failure to comply with the requirements of this Section 6.18 shall be a default under this Agreement, entitling the County to exercise any and all remedies available hereunder or as provided by law.

6.19 Credit Cards. The Concessionaire shall honor at least three (3) major credit cards.

6.20 Uniforms. Concessionaire agrees that all employees will be required to wear the appropriate uniform at all times when on duty. Lessee/Concessionaire agrees to ensure that the employees and uniforms are clean and neat (with appropriate identification badge displaying no less than the Concessionaire and employee name).

ARTICLE 7 MAINTENANCE STANDARDS

7.01 Maintenance and Repairs. Concessionaire is responsible for all maintenance and repairs of the Existing Assigned Areas and the New Terminal Areas of any nature except:

- a. Cleaning the exterior Terminal windows.
- b. Structural repairs to the roof, floor and exterior walls and windows of the Airport Terminals.
- c. All HVAC supply
- d. Electrical power supply stubbed up to Concessionaire's Assigned Area.

7.02 Concessionaire's Responsibilities. Concessionaire shall maintain and make necessary repairs, structural or otherwise, to the interior of its Assigned Areas and the fixtures and equipment therein and appurtenances thereto, including, without limitation, the interior windows, doors and entrances, both interior and exterior of storefronts, signs, show cases, floor covering, interior walls and ceiling, the interior surface, the surfaces of interior columns exclusive of structural deficiencies other than such structural deficiencies caused by Concessionaire, any columns erected by Concessionaire, and partitions and lighting within the Assigned Areas. This maintenance shall be such that the original theme will be maintained in accordance with the original approved plans for the Assigned Areas.

Any changes to the electrical system, such as the installation of future receptacles, within the Assigned Areas will be the responsibility of the concessionaire.

Exhibit "E", which is attached hereto, enumerates those maintenance activities to be performed by the Concessionaire and the Airport. The Concessionaire shall prepare, and maintain on a current basis, preventative maintenance schedules for accomplishing all of its responsibilities herein. The Airport shall be furnished a current copy of such schedules.

7.03 Service Lines. Concessionaire shall keep and maintain in good condition all service lines and electrical equipment and fixtures located at or in its Assigned Areas.

7.04 Quality of Repairs. All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Airport or by federal, state and local authorities having jurisdiction over the work.

7.05 Inspection Right. The County may inspect the Assigned Areas at any time to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement and other enumerated health and operational standards. Upon written notice by the County to the Concessionaire, Concessionaire shall perform the required maintenance or repair needed to meet the standards of this Agreement. The County shall reasonably judge Concessionaire's performance under this Article as to the quality of maintenance and repair. If Concessionaire has not made a good faith effort, as determined by the County, to begin to perform the maintenance or repair within ten (10) calendar days after receipt of County's written notice and to diligently pursue the same to completion, County shall have the right to enter the Assigned and perform the necessary maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to the County for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within ten (10) calendar days of County's billing.

7.06 Failure to Make Repairs or Undertertake Maintenance. If, (i) within 10 calendar days as to non-emergency, and (ii) within a reasonable time as to emergency situations, Concessionaire refuses or neglects to undertake any maintenance, repair or replacements requested by representatives of the County, or if the County is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants or licensees, the County shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by the Concessionaire within ten (10) calendar days following demand for said payment at the cost to the County, plus twenty-five percent (25%) administrative overhead.

7.07 Trash/Garbage and Grease Traps. Concessionaire will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations. Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Areas. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire shall maintain the Assigned Areas in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time. This requirement includes the regular cleaning of the grease traps to prevent stoppage of the outside sewer main.

7.08 Deliveries. All deliveries will be made in a manner, location, and at times so as not to interfere with the operations of the Airport. All vendors traveling on the apron must be escorted by an employee or agent of Concessionaire and otherwise in accordance with the requirements of the Airport. Concessionaire and all its vendors must comply with the requirements of the TSA and with the Airport Security Plan.

7.09 Rodents, Insects and Pests. Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its Assigned Areas. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or sufficient, the Airport may seek to control such rodents, insects and pests by other means. Concessionaire agrees to reimburse Airport no later than ten (10) calendar days following demand for any expenses incurred by the Airport due to conditions within Concessionaire's Assigned Areas. In the event Concessionaire fails to reimburse the Airport within ten (10) calendar days, Concessionaire shall reimburse Airport for costs expended plus twenty-five percent (25%) administrative overhead.

7.10 Damage to Persons and Property. The County shall not be liable to Concessionaire for any damage to persons or property of any kind caused by damage or disrepair to the Assigned Areas, unless the County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and any such damage or disrepair was not due to negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

ARTICLE 8 **CONSTRUCTION OF IMPROVEMENTS/ SIGNAGE**

8.01 Required Improvements. Concessionaire shall, at its sole cost and expense, install all improvements and trade fixtures necessary and customary for the operation of a food and beverage concession within the Assigned Areas in accordance with the requirements of this Article 8.

8.02 Alterations, Improvements or Additions. Concessionaire shall make no alterations, additions or improvements to the Assigned Areas, without the prior written approval from the Airport, which approval may be granted or withheld at its sole discretion.

8.03 Construction Requirements. All improvements, alterations and additions made by Concessionaire to the Assigned Areas shall be of high quality and meet applicable Federal, State and local laws/regulations. Prior to the commencement of construction, two (2) full and complete set of plans and specifications for all improvements, alterations and/or additions shall be submitted to the Airport Director for review and approval, which approval may be granted or withheld in Airport Director's sole discretion. All improvements shall be completed in accordance with construction standards established by the Airport Director and the plans and specifications approved by Airport.

8.04 Contractor Requirements. Concessionaire shall require contractors to furnish for the benefit of the County a public construction bond as required under Section 255.05, Florida Statutes in a form approved by the Airport. Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of the County endorsed thereon, in such amounts and in such manner as the County's Risk Management may reasonably require. The County's Risk Management may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as the County's Risk Management reasonably determines to be necessary.

8.05 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by the County to subject the estate of the County to liability under the Construction Lien Law of the State of Florida. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement.

8.06 Signage. Concessionaire has the right to install and maintain appropriate signs in the Assigned Areas provided the design, installation and maintenance of such signs is consistent with the graphic standards of the Airport and has the written approval of the Airport Director prior to installation. The signage existing in the Assigned Areas as of the Commencement Date of this Agreement shall in no way establish the standard (or any precedent whatsoever) as to the type of signage that the Airport shall deem acceptable in the future in connection with Concessionaire's Minimum Capital Expenditures, or any other improvements or refurbishings of the Assigned Areas, whatsoever, or upon any replacement of existing signage.

ARTICLE 9 **TITLE TO IMPROVEMENTS**

9.01 Title to Improvements. All Improvements constructed or placed upon the Assigned Areas or the New Concession Areas, excluding furnishings, equipment and trade fixtures, may become the absolute property of the County upon termination or expiration of this Agreement and the County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances.

ARTICLE 10 SECURITY

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Assigned Areas and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of the County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the police security protection provided by the Airport is limited to that provided by the Pinellas County Sheriff for the benefit of the Airport and for the benefit of any and all other business situated at the Airport, and expressly acknowledges that any security measures deemed necessary or desirable for additional protection of the Assigned Areas shall be the sole responsibility of Concessionaire and shall involve no cost to the County.

ARTICLE 11 INSURANCE

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 11, nor County's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

11.01 Commercial General Liability. Concessionaire shall maintain Commercial General Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Host Liquor Liability, Personal/Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Coverage shall be provided on a primary basis.

11.02 Business Auto Liability. Concessionaire shall maintain Business Automobile Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) each Occurrence for owned, non-owned and hired automobiles. In the event Concessionaire has no owned automobiles, Concessionaire shall only be required to maintain Hired & Non-Owned Auto Liability insurance. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability insurance or separate Business Auto Liability insurance. Coverage shall be provided on a primary basis.

11.03 Workers' Compensation & Employers Liability. Concessionaire shall maintain Workers' Compensation & Employers Liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis. In the event Concessionaire subcontracts any portion of the work or services required or permitted by this Agreement to another party, Concessionaire shall be responsible for ensuring the subcontractor maintains Worker's Compensation & Employers Liability insurance, or Concessionaire shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor.

11.04 All-Risk Property Insurance shall be provided for physical damage to the property of the Concessionaire and to its Assigned Areas and other leasehold improvements, with coverage for a minimum of one hundred percent (100%) of the replacement value of the property.

11.05 Additional Insured Endorsement. Concessionaire shall endorse County as an Additional Insured on each liability insurance policy required to be maintained by Concessionaire, except for Worker's Compensation and Business Auto Liability insurance policies. The CG 2011 Additional insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read:

Pinellas County
 315 Court Street – Annex Bldg 3rd Floor
 Clearwater, FL 33756

11.06 Certificate of Insurance. Concessionaire shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day requirement endeavor to notify the County due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Concessionaire shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.

11.07 Cancellation of Coverage. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Concessionaire is completed. All policies must be endorsed to provide the County with at least thirty (30) calendar days' notice of cancellation and/or restriction. If the any of the insurance coverages will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least thirty (30) calendar days' prior to the date of their expiration.

11.08 Deductibles, Coinsurance, & Self-Insured Retention. Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.

11.09 Right to Review or Reject Insurance. Pinellas County's Risk Management may review, modify, reject or accept, on the same standards used for other tenants at the Airport, any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 11 from time to time throughout the Term of this Agreement. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Concessionaire a written notice of rejection, and Concessionaire shall comply within thirty (30) days of receipt of the notice.

11.10 No Representation of Coverage Adequacy. Concessionaire acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Concessionaire agrees that it will not rely upon the requirements of this Article 11 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 12 INDEMNIFICATION

Concessionaire agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees, board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Agreement or Concessionaire's use or occupancy of the Assigned Areas, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Concessionaire or any breach of the terms of this Agreement: provided, however, Concessionaire shall not be responsible to the County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of the County its respective agents, servants, employees, board members and officers. Concessionaire further agrees to hold harmless and indemnify the County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Concessionaire's activities or operations or use of the Assigned Areas and New Concession Areas whether or not Concessionaire was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Concessionaire. Concessionaire recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that the County would not enter into this Agreement

without the inclusion of such clause, and voluntarily makes this covenant in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13 DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

13.01 Concessionaire's Obligations. Concessionaire hereby assumes full responsibility for the condition of the Assigned Areas and character, acts and conduct of all persons admitted to the Assigned Areas by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the Assigned Areas improvements, or any part thereof, are damaged in any way whatsoever, whether by act of God, by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Areas by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the Assigned Areas to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) calendar days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the County. If Concessionaire fails to restore the Assigned Areas as required above, the County shall have the right to enter the Assigned Areas and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to the County for payment of the costs therefor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) calendar days from date of written notice thereof.

13.02 Right to Cancel. If any of the improvements on the Assigned Areas are damaged or destroyed in whole or in part by fire or other casualty, Concessionaire may, subject to approval of the County, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement provided (i) Concessionaire shall provide the County written notice thirty (30) calendar days notice prior to such proposed termination, (ii) the County approves such termination and (iii) Concessionaire pays to the County an amount equal to the amount of insurance that Concessionaire is required to have in effect pursuant to this Agreement, plus (iv) the amount of any deductibles and/or co-payments (collectively, the Casualty Termination Amount"), and, upon, this Agreement shall terminate and the Casualty Termination Amount shall be paid to and retained by the County. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance Casualty Termination Amount of by the County under this Article 13 will relieve Concessionaire from any responsibility to restore the Assigned Areas to their former condition; provided, however, that Concessionaire expressly agrees, covenants and warrants that nothing herein shall serve to relieve Concessionaire of its liability for penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment of the Assigned Areas and Concessionaire further waives any claim against the County for damages or compensation, should this Agreement be so terminated.

13.03 Insurance Proceeds. If the Agreement is not terminated pursuant to Section 13.02, upon receipt by Concessionaire of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved by the County so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

13.04 Termination Upon Destruction or Other Casualty. In the event the Assigned Areas, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by the County impossible, then County, at its sole option, may terminate this Agreement. Concessionaire shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 14 **DEFAULT AND TERMINATION**

14.01 County's Rights of Termination. County, in addition to any other right of termination herein given to it or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement after giving Concessionaire written notice upon or after the happening of any one or more of the following events ("Events of Default"). Concessionaire shall have thirty (30) calendar days to cure an Event of Default. The thirty (30) day cure period shall commence upon receipt of written notice from the County:

- a. Concessionaire fails to make due and punctual payment of any rents, fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, provided however, upon the expiration of the fifteen (15) day period contained in this subsection, Concessionaire shall not be entitled to the additional thirty (30) day notice set forth above;
 - b. Concessionaire files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Concessionaire's assets;
 - c. Institution of proceedings in bankruptcy against Concessionaire and continuation thereof for a period of ninety (90) calendar days;
 - d. Taking of jurisdiction by a court of competent jurisdiction of Concessionaire or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act;
 - e. Appointment of a receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors;
 - f. Abandonment by Concessionaire of the Assigned Areas or the conduct of its business with the Airport passengers and, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment;
 - g. the failure of Concessionaire to use the Assigned Areas in accordance with the terms and conditions of this Agreement or the failure of the Concessionaire to maintain the insurance required by this Agreement;
 - h. the failure of Concessionaire within thirty (30) calendar days after receipt of written notice from the County, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Concessionaire commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence;
 - j. if Concessionaire shall fail to provide the Security for Payment in accordance with Article 5.05 or to renew or replace such Security for Payment on or before the date on which the same is required hereunder;
 - k. if Concessionaire shall fail to take possession of the Assigned Areas or;
- 287.133 - Concerning Criminal Activity on Contracts with Public Entities.

14.02 Concessionaire's Right of Termination: In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to County of any amounts due County under this Agreement or any other agreement, Concessionaire may terminate this Agreement by giving County thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:

- a. Permanent abandonment of passenger airline operations at the Airport;
- b. Concessionaire shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Assigned Areas by the U.S. Government.
- c. Concessionaire is prevented for a period of thirty (30) calendar days from conducting its business with the Airport passengers, or it is so prevented from conducting any business at the Airport by:
 - i. reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Assigned Areas or premises required for the actual operation of Concessionaire's business at the Airport, or
 - ii if all or a substantial part of the Assigned Areas shall be acquired through the process of eminent domain.

14.03 Payment after Default: The acceptance of rentals, fees or charges by County from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of County to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

14.04 Termination and Reletting: Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, County shall have the right to reenter the Assigned Areas of Concessionaire, make necessary repairs, and enter into another agreement for lease of the Assigned Areas, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Concessionaire shall remain liable to County for the full amount of all fees and charges, except the percentage fee under Article 5.01, and shall continue to pay the same or such part thereof that remains unpaid after the application of the fees and charges collected by the County from such other agreement for the Assigned Areas and privileges or any part thereof. Concessionaire shall remain liable for such payments whether or not another agreement is entered into, County's responsibility being in mitigation of damages as provided herein.

ARTICLE 15 AIRPORT SECURITY

Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the County. County shall have the right to require the removal or replacement of any employee and representatives of Concessionaire at the Airport that County has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 16 ASSIGNMENT AND TRANSFER

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement, or sublet the Assigned Areas, or any portion thereof ("Assignment"), without the prior written consent of County, which consent may be granted or withheld by the County in its sole discretion. Any such attempted Assignment without County approval shall be null and void. In the event the County consents in writing to an Assignment, Concessionaire shall have the right to the extent permitted by County's consent to such Assignment, provided that the use of the Assigned Areas shall be limited to the same uses as are permitted under this Agreement. No request for, or consent to, such Assignment shall be considered unless Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. County reserves the right to investigate the financial capacity of the proposed assignee. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. County may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of County's obligations hereunder, County

shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 17 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Concessionaire (including its officers, agents, servants, employees, contractors, sub operators, and any other person over which Concessionaire has the right to control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to the County, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport Rules and Regulations. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the County may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

ARTICLE 18 AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport.

ARTICLE 19 AFFIRMATIVE ACTION

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 20 NON-DISCRIMINATION

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Concessionaire shall use the Airport Areas in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement.

ARTICLE 21 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

This Agreement is subject to the requirements of County's approved Airport Concession Disadvantaged Business Enterprise program submitted in compliance with the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F.

The Each and every year of the concession term, the Lessee/Concessionaire shall make good faith efforts as defined in Appendix B of 49 C.F.R. Part 23, Regulations of the Office of the Secretary of Transportation, as it now exists or may be amended in the future, if any portion of the concession agreement is subcontracted to subcontract ten percent (10%) of the dollar value of the concession to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Lessee/Concessionaire itself qualifies as a DBE, the concession goal shall be deemed to have been met.

Each year on the anniversary date of this agreement, Lessee/Concessionaire shall submit information concerning the DBEs that participate in this concession, to include the name and address of each DBE, a description of the work to be performed by each named firm and the dollar value of the contract. Should Lessee/Concessionaire fail to achieve the contract goal stated above, Lessee/Concessionaire shall provide documentation demonstrating that it made good faith efforts in attempting to do so.

ARTICLE 22 RIGHTS RESERVED TO COUNTY

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to County. County expressly reserve(s) the right to prevent any use of the described Assigned Areas which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 23 RIGHT TO ENTRY

County, through its Airport Director, shall have the right to request from Concessionaire and to be provided entry to the Assigned Areas assigned herein to Concessionaire, for the purposes and to the extent necessary to protect County's rights and interest, to provide for periodic inspection of said Assigned Areas from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.

ARTICLE 24 RIGHT OF FLIGHT

County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Assigned Areas and New Concession Areas together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

ARTICLE 25 PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon, of which said Assigned Areas are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by Concessionaire in view of the general public in, on, or about the Assigned Areas or elsewhere on the Airport, without the prior written approval of the County, which approval may be granted or withheld by the County in its sole discretion. Any signs that are not approved by the County shall be immediately removed at the sole cost and expense of Concessionaire. All signs approved for Concessionaire's operations at the Airport shall be at the cost of Concessionaire.

ARTICLE 27 MORTGAGE RIGHTS OF CONCESSIONAIRE

Concessionaire may mortgage, pledge, or hypothecate its property and leasehold interest provided Concessionaire as a condition precedent first provides to County written evidence that the priority rights of County under this Agreement will not be adversely affected by such action.

ARTICLE 28 PRIVILEGE FEES AS A SEPARATE COVENANT

Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of privilege fees and other fees and charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rents, fees and charges is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder.

ARTICLE 29 NOTICES AND COMMUNICATIONS

All notices or other communications to the County or Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

County:

St. Petersburg-Clearwater International Airport
Airport Directors Office – Suite 221
14700 Terminal Blvd
Clearwater, FL 33762

Concessionaire

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

ARTICLE 30 TAXES, PERMITS, LICENSES

Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed against its leasehold interest in the Assigned Areas, including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport. Concessionaire shall have the right to challenge any and all taxes assessed against its leasehold interest at its own expense.

ARTICLE 31 SURRENDER OF ASSIGNED AREAS

Concessionaire shall surrender up and deliver its Assigned Areas to County upon termination of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Concessionaire is not in default in the payment of rents, fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all of its personal property from the Assigned Areas forthwith. Failure on the part of Concessionaire to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to County for whatever disposition is deemed to be in the best interest of County. Any costs incurred by County in the disposition of such personal property shall be borne by the Concessionaire.

ARTICLE 32 NO ACCEPTANCE OF SURRENDER

No act or action done by County or County's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 33 PERSONAL PROPERTY

Any personal property of Concessionaire or of others placed in the Assigned Areas shall be at the sole risk of the Concessionaire or the owners thereof, and County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery from County for such damage, destruction or loss. County shall not be liable for any damage or loss of any personal property placed or moved on to the Assigned Areas.

ARTICLE 34 APPLICABLE LAW AND VENUE

The agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Pinellas County, Florida.

ARTICLE 35. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 36 FEDERAL RIGHTS TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Assigned Areas are located, for public purposes for a period in excess of ninety (90) calendar days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 37 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.

ARTICLE 37 RELATIONSHIP OF THE PARTIES

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefore.

ARTICLE 38 STATUS UPON EXPIRATION

If Concessionaire holds over and continues in possession of the Assigned Areas after expiration or termination of this Agreement, other than with the written consent of County, Concessionaire will be deemed to be occupying the Assigned Areas at sufferance from month-to-month tenancy, without limitation on any of County's rights or remedies, subject to all of the terms and conditions of this Agreement. The Assigned Areas rental shall be based on the same formula as the last month of the Term of the Agreement prior to the hold over but shall be double such amount.

It is agreed and understood that any holding over of Concessionaire after the expiration or termination of this Agreement shall not renew and extend same, but shall operate and be construed as a license from month to month. Without any further notice other than the notice established by this provision, Concessionaire shall be required to pay to the County during any holdover period, monthly license fees which shall be equal to double the amount of the monthly payment of Privilege Fees that was due and payable for the month immediately preceding the expiration or termination of this Agreement. In addition, Concessionaire shall be required to pay to County any other charges required to be paid hereunder during any such holdover period. Concessionaire shall be liable to the County for all loss or damage on account of any such holding over against the County's will after the termination or expiration of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the foregoing payments by the County in the event that Concessionaire fails or refuses to surrender possession shall not operate or give Concessionaire any right to remain in possession nor shall it constitute a waiver by the County of its right to immediate possession of the premises.

ARTICLE 39 ENVIRONMENTAL REGULATIONS

39.01 Environmental Representations. Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to County, upon which County expressly relies that:

- a. Concessionaire is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Assigned Areas. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- b. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- c. Concessionaire shall secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- d. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- e. Concessionaire shall provide County satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- f. Concessionaire agrees to cooperate with any investigation, audit or inquiry by County or any governmental agency regarding possible violation of any environmental law or regulation.

39.02 Generator of Hazardous Waste. If Concessionaire is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Concessionaire shall obtain an Environmental Protection Agency (EPA) identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements

imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

39.03 Inventory List. Provisions shall be made by Concessionaire to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Assigned Areas by County officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Assigned Areas, for implementation of proper storage, handling and disposal procedures.

39.04 Notification and Copies. Notification of all hazardous waste activities by Concessionaire shall be provided on a timely basis to County or such other agencies as County may from time to time designate. Concessionaire agrees that upon requests of County a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to County and to such state and county officials as are designated by County, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable and/or other pollutant/contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by County.

Concessionaire agrees to provide County copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) calendar days of their required submittal to regulation agencies having jurisdiction over such matters.

39.05 Violation. Any agency Notice of Violation or similar enforcement action or notice of noncompliance shall be provided by Concessionaire to County within twenty-four (24) hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part of the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within ten (10) calendar days of receipt of notice from County shall be deemed to be a material breach as provided for under this Agreement, and shall be grounds for termination of this Agreement, and shall also provide County grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement or as provided by law.

ARTICLE 40 EMINENT DOMAIN

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 41 COUNTY NOT LIABLE

County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current (unless a direct result of negligence by the County) or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Assigned Areas shall be at the sole risk of Concessionaire.

ARTICLE 42 WAIVERS

No waiver by County at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of County to reenter the Assigned Areas or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by County shall be required to restore or revive time as of the essence hereof after waiver by County or default in one or more instances. No option, right, power, remedy, or privilege of County shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to County by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by County shall not impair its rights to any other right, power, option or remedy.

ARTICLE 43 TIME OF THE ESSENCE

Time is expressed to be of the essence of this Agreement.

ARTICLE 44 RADON GAS

It is a requirement of the State of Florida that the following notification statement be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 45 PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287-133(3)(a), Florida Statutes.

ARTICLE 46 MISCELLANEOUS

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida law. This Agreement represents the complete agreement of the parties and any prior concession agreements or representations, regarding concession agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 47 **COUNTY'S RIGHT TO RELOCATE CONCESSIONAIRE**

It is specifically agreed by the parties, that upon one hundred twenty (120) days advance written notice from the County to the Concessionaire, the County may relocate, or expand the Assigned Concession Space utilized herein. In the event the County shall elect to do so, it shall use its best efforts to provide suitable replacement space for the use of the Concessionaire at the County's sole cost and expense, including all costs or expenses relating to the reconstruction and build-out of the replacement space. In the event of such relocation, or expansion of the Assigned Concession Space, including material obstruction from passenger traffic flows, or a significant reduction in passenger flows, County agrees to negotiate in good faith a proportionate fee reduction, reflecting any reduced revenue generating capability of the Concession as well as relocation costs caused by the County's actions. In negotiating fee reductions, Concessionaire and County agree to include consideration for any additional sales resulting from revenue generating assigned space which may have been added during the term of the Concession Agreement over and above those originally assigned.

{Remainder of page intentionally left blank}

REVISÉD 01/2007

SUMMARY OF EXHIBITS

Exhibit "A"	Existing Restaurant Area – 2 nd Floor of Terminal
Exhibit "B"	Existing Concession Area – Gate 9/12
Exhibit "B"	New Concession Area – Gates 2/6
Exhibit "C"	Future New Concession Area – Phase 1B Terminal
Exhibit "D"	County Owned Furniture, Fixtures, & Equipment
Exhibit "E"	Maintenance Responsibilities
Exhibit "F"	Fourth Amendment to Concession Agreement (Current Contractor)
Exhibit "G"	Third Amendment and Restatement of Concession Agreement (Current Contractor)
Exhibit "H"	Passenger Forecasts

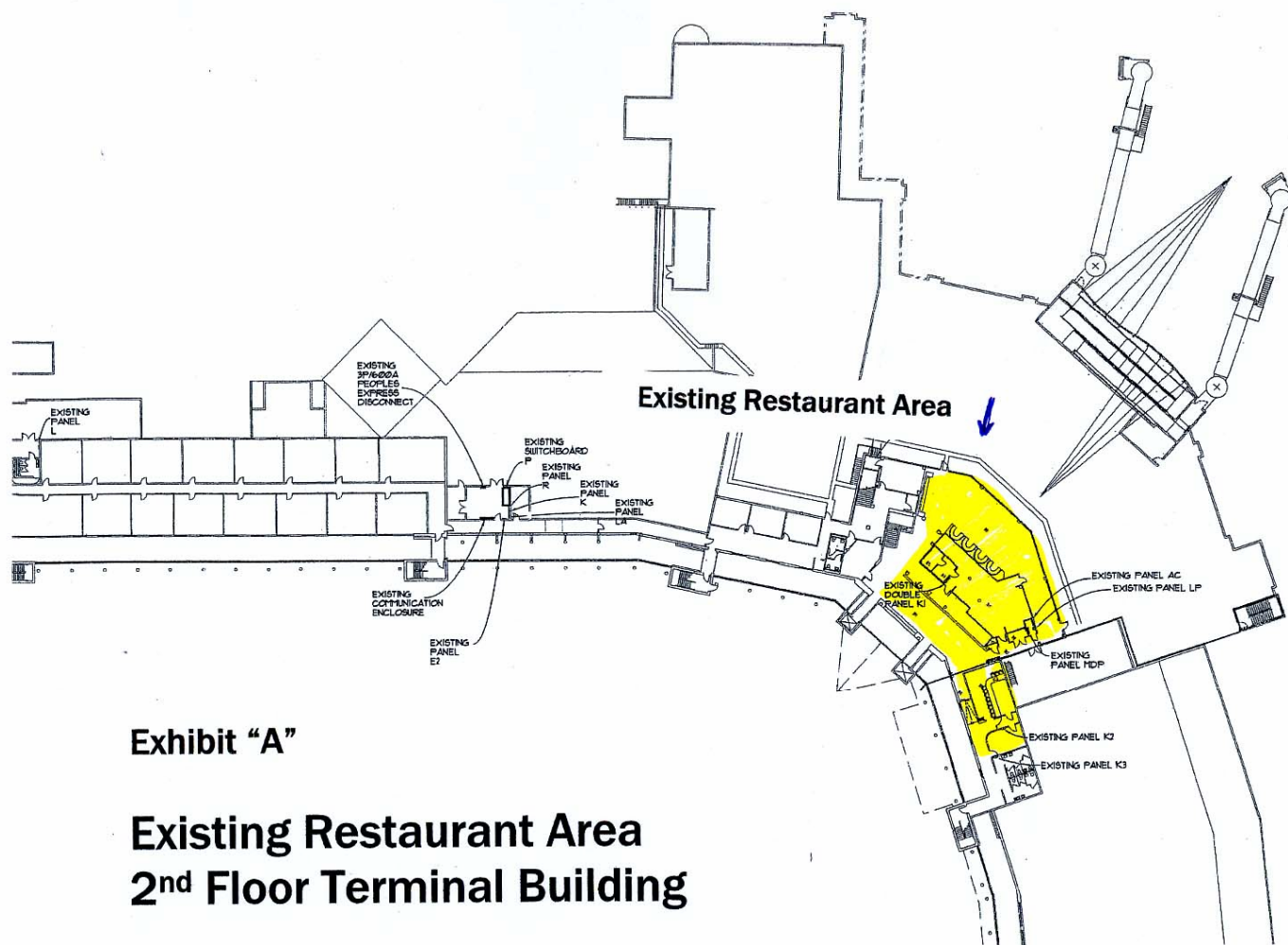


Exhibit "A"

Existing Restaurant Area 2nd Floor Terminal Building

Exhibit "B"

Phase 1A Terminal Plan

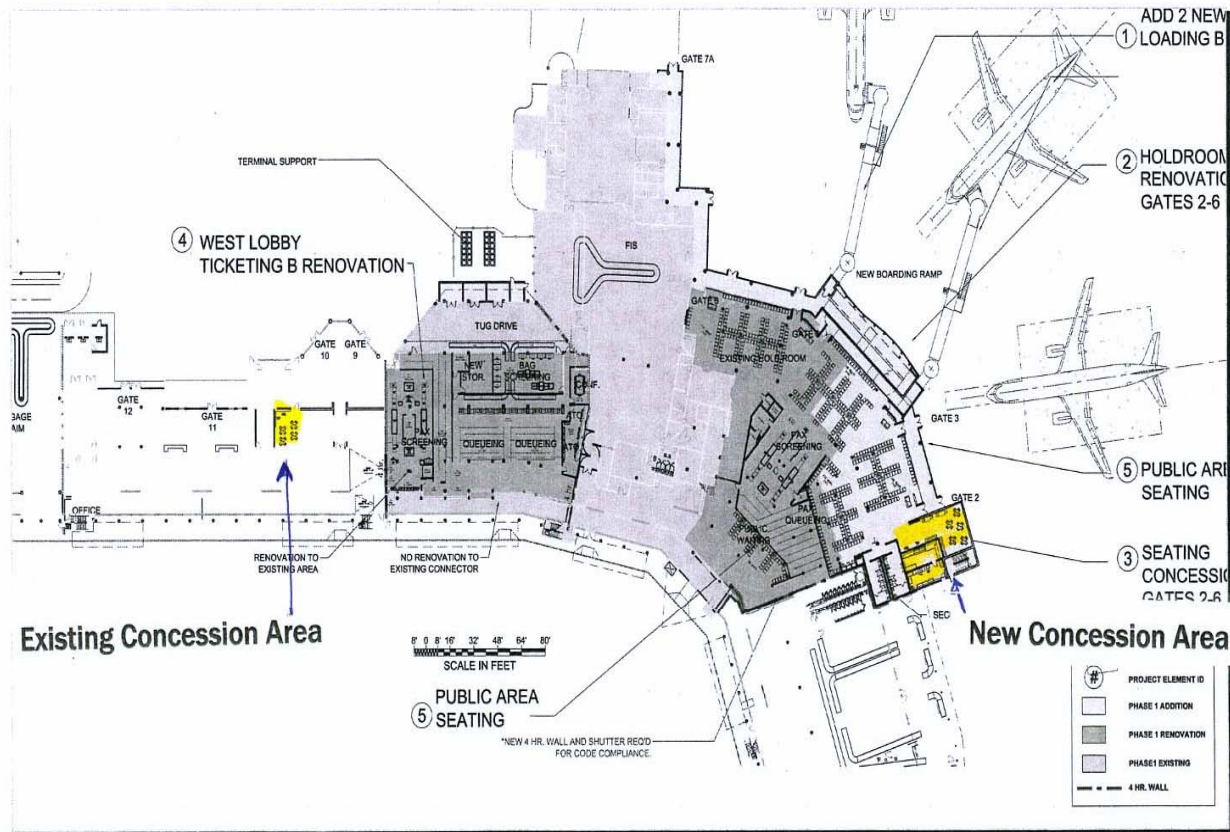


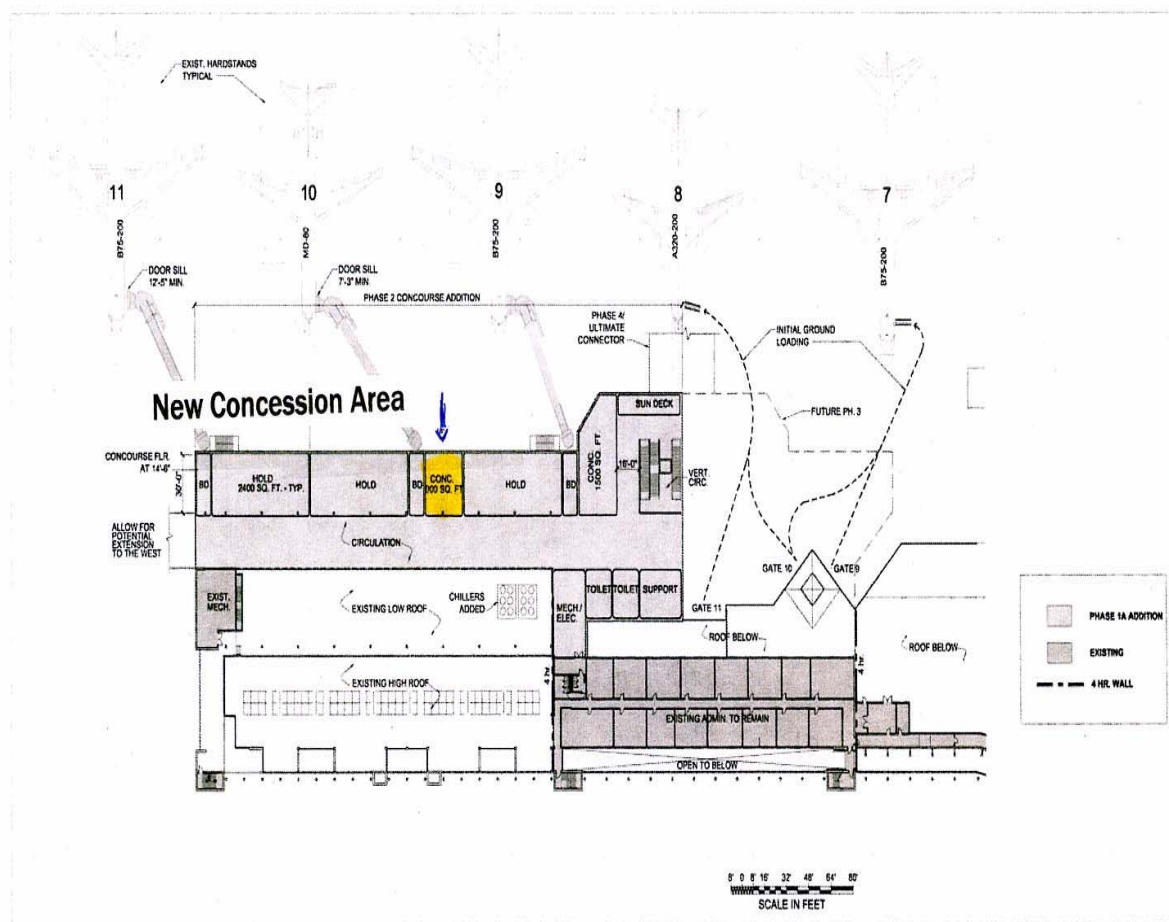
Exhibit "C"

Phase 1B Terminal Plan

► 2010 - 2012

⊕ New Holdroom

⊕ 3 Loading Bridges

*Upper Level*

RESTAURANT INVENTORY**AIRSIDE DINING AREA**

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Artwork	5	26" x 35"	Palm Tree Prints
Artwork	4	33" x 45"	Palm Tree Prints
Trash Receptacles	2	32" x 32"	Built into column supports
Booster Chairs	4	n/a	Black plastic. Sit into regular chair area.
High Chairs	2		Wooden. Sits on floor.
Circular Booths	4		Padded seats & backs.
Straight-back benches	6		6 sections located in 2 areas.
Dining Chairs	19		Cloth, padded backs & seats. Salmon.
Dining Chairs	55		Wood back, black frame, padded vinyl seats (multi-color)
Tables	14	36" x 36"	Square polished granite tables. Salmon w/ black flecks.
Tables	2	36" x 24"	Rectangle polished granite tables. Salmon w/ black flecks.
Tables	4	36"	Round polished granite tables. Salmon w/ black flecks.
Tables	8	36" x 36"	Square laminate top.
Tables	6	24" x 42"	Larger laminate top.
Tables	4	42"	Round laminate top.
Fire Extinguisher	1	Lg.	Red

KITCHEN AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
China Strainers	4		Utensils
Steel Bowls	6		Utensils
Plastic Banquet Bowl	1	large	Utensils
Plastic Banquet Bowl	1	small	Utensils
Cambro w/ matching lids	8	6.2 qt.	Utensils
Cambro w/ matching lids	5	3.4 qt.	Utensils
Half Hotel Pans	8	4"	Utensils
Half Perforated Hotel Pans	3	4"	Utensils
Half Hotel Pans	2	2"	Utensils
Half Hotel Pans	1	6"	Utensils
Perforated Hotel Pans	4	2"	Utensils
Hotel Pans	2	2"	Utensils
Sheet Pans	10		Utensils

EXHIBIT "D"

Cutting Boards	4	24" x 36"	Utensils
Cutting Board	1	10" x 48"	Utensils
Plastic Containers-round w/ tops	8	6 qt.	Utensils
Plastic Containers-round w/ tops	2	8 qt.	Utensils
Plastic Containers-square w/ tops	4	6 qt.	Utensils
Pans (1/3) w/ tops	9	half	Utensils
Pans w/ tops	4	one-third	Utensils
Pans (1/3) w/ tops	2	quarter	Utensils
Pans (1/3) w/ tops	4	quarter	Utensils
Cambro w/ matching lids	2	one-sixth	Utensils
Cambro w/ matching lids	2	2 qt.	Utensils
Pans	6	one-sixth	Utensils
Round Steel Containers	6	4 qt.	Utensils
Round Steel Containers	4	8 qt.	Utensils
Plastic Pitchers	4	4 qt.	Utensils
Straw Baskets	8	various sizes	Utensils
Steel Brazier	1	4 gal.	Utensils
Steel Pots	5	6 qt.	Utensils
Pot	1	12 qt.	Utensils
Pot	1	16 qt.	Utensils
Steel Pots w/ handles	10	varies 4-10 qts.	Utensils
Saute Pans	6	various sizes	Utensils
Steel Ladles	15	varies 2-6 oz.	Utensils
Steel Spoons	10	12" various	Utensils
Chef Knives	4		Utensils
Boning Knives	2		Utensils
Serrated Knives	3		Utensils
Steel Tongs	6		Utensils
Fry Baskets	4		Utensils
Cambros	2	1/3 pan	Utensils

MAJOR EQUIPMENT:

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Icemaker	1		Manitowoc 1000 Series
Meat Slicer	1		Berkei
Meat Slicer	1		Hobart
Stainless Steel Refrigerator	1		Randell

EXHIBIT "D"

Convection Double Oven	1		Vulcan
Frylators w/ 4 baskets	3		Vulcan
Stainless Salamanda Grill	1		Upper mount over propane stove
Griddle/Oven	1	Professional	Vulcan
4-Burner Propane Range/Oven	1	Professional	Vulcan
Drop Safe	1		Hayman
P.O.S. System Micros 2700	1		Includes monitor, hard drive, printer, keyboard & 4 cash registers
Food Processor	1	Professional	Hobart
Grease Trap	1		Specialize brand, Model 650CX858
Walk-in Double Cooler	1		

WORK AREAS:

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Stainless Prep Counter w/ sink	1	4'	Stainless double-sink (broken)
Stainless Prep Table	1	10'	Located across from Propane Range
4-shelf Racks	1	4'	
4-shelf Racks	3	5'	
4-shelf Racks	2	6'	
4-shelf Racks	1	9 1/2'	with Can Opener Attached.
Stainless Prep Table	1	8'	
Stainless Prep Table	1	6'	
3-tier push carts	3		Rubbermaid Quality Plastic
Stainless Tables	1	30" square	
Stainless Tables	1	30" x 42"	
3-Sink Washing/Sanitizer Area	1	10'	
Stainless Work Area w/ High sides	1	30" x 48"	High on 3 sides.
Stainless Mounted Upper Shelf	2		Above prep areas

SERVING & SNACK AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Countertop Cooler	1	Double Sided	Bayonne Stainless #B54800DS
Under counter condiment cooler	1	Reach-in	Delfield
Stainless steel worktop w/ sink	1	13'	
Lighted pastry cabinet	1		
6-Section Grill	1		Vulcan
4-section refrigeration	1	under grill	

EXHIBIT "D"

3-Burner Griddle	1		
Exhaust Fan	1		Ansil System
2-door cooler	1		w/ drop down condiment holder on counter top prep area
1-door freezer	1		not working
Toasters	4		
Hot Dog Roller Grill	1		Max Pro
3-section Heat Well Steam Table	1		
1-section Cold Well Serving Area	1	6'	
AT&T 964 2-way phones	2	n/a	System between bar and buffet area
Reach-in Freezer	1		Kenmore
Upright Freezer	1		Kenmore
Self-Serving Trays	50		
Photo Food Posters w/ frames	3	Lg.	One behind counter. Two in seating area.
Specials Dry Erase Board	1	Lg.	Located behind counter.
Serving Cooler	1	countertop	Double Sided clear glass for milk/salads
Serving Cooler	1	countertop	One-sided for salads/sandwiches/yogurt
Rubber Mats	6	Lg.	
Microwave Ovens	2		
Food Photo Posters	3	30" x 42"	1 located behind counter and 2 in snack area.
Square Tables	5	3' square	Laminate with wood trim.
Dining Chairs	28		Wood back, black frame, padded vinyl seats (multi-color)
Lunch Tables	2	24" x 42"	Laminate.
Dining Table	1	3' square	Granite Salmon w/ black speckles.
Paper Towel Dispensers	2		Ft. James & Regular
Soap Dispensers	2		GoJo
Fire Extinguisher	1	Lg.	Silver.

BAR & LOUNGE AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Ceiling Mount TV	1	small	Doesn't work
Credit Card Terminal	2		Hypercom
Straight-back benches	2		Build in- Located in 2 areas.
Bolted Round Tables	5	2'	
Bolted vinyl padded chairs	10		Seat & Back padded w/ wood siding.
Curved L-Shaped Bar	1	Lg.	Quality Wood.
Straight Bar	1	142" x 17"	Matching wood as main bar area. Built in w/ 5 bolted stools.

EXHIBIT "D"

High Stools	15		Match vinyl padded chairs w/ wood siding w/ 10 bolted stools.
3-way sanitizing sink			
Stainless Beer Coolers	3		1 is broken.
Glassware	125 pc.	various	stemware, goblets, hi-ball, etc.
Chip Racks	8		Originally owned by U.S. Foodservice. Abandoned.
Pad Locks	tbd	large	Used to lock professional equipment.
TV w/ Remote	1	27"	Phillips Magnavox. Ceiling Mount. Works.
Fire Extinguisher	1		per Kim.

DOWNSTAIRS KIOSK AT EAST GATES 1-6

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>DIMENSIONS</u>	<u>DESCRIPTION / NOTATIONS</u>
Built-In Kiosk	1		\$5,000 original cost to build.
Cash Register	1		Royal
Rack	1	4'	
Reach-in cooler	1		two-sided

DOWNSTAIRS KIOSK WEST SIDE

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>DIMENSIONS</u>	<u>DESCRIPTION / NOTATIONS</u>
Portable Kiosk	1		Appx. Value \$500
Baker Rack	1	4'	
Wood Cabinet	1		Locking
Assorted Plates	tbd	various	
Assorted Wicker Baskets	10	various	

UPSTAIRS STORAGE ROOM IN WICK WING

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>DIMENSIONS</u>	<u>DESCRIPTION / NOTATIONS</u>
Holiday Decorations	tbd	various	Various Event Items
Catering Materials for transport	tbd	various	Miscellaneous
China Plates			
China Cups			
Silverware			
Stainless hotel catering pans			
Catering Table Skirts	25+	6' & 8' table size	
Cutting Boards	2	small	

EXHIBIT "D"

Convection Oven	1	small	operational (?)
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OFFICE LOCATED OFF BAR AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Register	1		Sharp XE-A101
HP PSC 1315	1		
2-drawer File Cabinets	2	36"	Black
Calculator	1		Canon MP110X
Dual Scale (LIQ)	1		Accuway
Keyboard & Mouse	1 each		Logitech
Computer Monitor	1	15"	Samtron
Swivel desk chairs	2		
Security camera System	3 cameras		SMV904 Multiplexer w/ Time-Lapse VCR
Fax Machine	1		Brother Intellifax 1270
Drop Safe	1	#55058	Ilico Unican

OUTSIDE

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Garbage Cans	2	70 gal.	Plastic Trash Bins
Garbage Cans	3	100 gal.	Plastic Trash Bins
Garbage Cans	6	40 gal.	Plastic Trash Bins
Catering Truck			

EXHIBIT "D"

EXHIBIT "E"**Maintenance Responsibilities - 2nd Floor Concession Area**

<u>Item</u>	<u>Concessionaire</u>	<u>Airport/County</u>
Air Conditioning & Heating		
HVAC Units		X
HVAC Ducts & Fixtures		X
Plumbing		
Water Supply	X	
Fixture Maintenance	X	
Drains	X	
Grease Trap	X	
Grease Trap shall be maintained in accordance with Health Department standards.		
Electrical		
Relamping & Ballasts	X	
Common Area Ceiling Fixtures		X
Assigned Area Ceiling Fixtures	X	
Receptacles	X	
Supply (400 Amp)		X
SIDA System Components		X
Janitorial		
Window Washing - Interior	X	
Window Washing - Exterior		X
Refuse Removal	X	
Interior Walls & Ceilings	X	
Serving Lines & Area	X	
Bar Area	X	
Floors – Vacuuming/Cleaning	X	
Wall coverings, Finish Trim, Columns		
Painting - Interior	X	
Floor Covering Replacement	X	
Column Cleaning	X	
Cooking & Storage Areas		
All maintenance, upkeep & cleaning	X	
Signage	X	
Public Address System		X
Restaurant Equipment & Fixtures	X	

Maintenance Responsibilities – 1st Floor Concession Areas

<u>Item</u>	<u>Concessionaire</u>	<u>Airport/County</u>
Air Conditioning & Heating		
HVAC Units		X
HVAC Ducts & Fixtures		X
Plumbing		
Water Supply	X	
Fixture Maintenance	X	
Drains	X	
Grease Trap	X	
Grease Trap shall be maintained in accordance with Health Department standards.		
Electrical		
Relamping & Ballasts	X	
Common Area Ceiling Fixtures		X
Assigned Area Ceiling Fixtures	X	
Receptacles	X	
Supply (400 Amp)		X
SIDA System Components		X
Janitorial		
Window Washing - Interior	X	
Window Washing - Exterior		X
Refuse Removal	X	
Interior Walls & Ceilings	X	
Food Prep & Serving Area	X	
Bar Area	X	
Floors – Vacuuming/Cleaning	X	
Wall coverings, Finish Area Trim, Columns		
Painting - Interior	X	
Floor Covering Replacement	X	
Column Cleaning	X	
Cooking & Storage Areas		
All maintenance, upkeep & cleaning	X	
Signage	X	
Public Address System		X
Restaurant Equipment & Fixtures	X	

Exhibit F

FOURTH AMENDMENT TO CONCESSION AGREEMENT

THIS FOURTH AMENDMENT TO CONCESSION AGREEMENT, made and entered into this 27 day of February, 2006, by PINELLAS COUNTY, a political subdivision of the State of Florida, ~~by~~ and through its Board of County Commissioners, hereinafter referred to as ("COUNTY"), and JERRY'S OF TAMPA BAY, INC., a Florida Corporation, hereinafter referred to as ("CONCESSIONAIRE");

WITNESSETH:

WHEREAS, COUNTY and CONCESSIONAIRE have previously entered into a Concession Agreement on the 6th day of June, 1995 for the food service/restaurant/cocktail lounge concession at the St. Petersburg-Clearwater International Airport (Airport); and

WHEREAS, COUNTY and CONCESSIONAIRE have previously entered into a First Amendment dated 12th day of November 1996, and Second Amendment dated 3rd day of March 1999, and Third Amendment and Restatement of Concession Agreement dated 15th day of December, 2000; and

WHEREAS, COUNTY and CONCESSIONAIRE elects under certain conditions to extend the original term of the Concession Agreement as currently provided in the Concession Agreement; and

WHEREAS, COUNTY is in the planning stages of Terminal redevelopment, and it is the COUNTY'S desire to re-bid all Airport Concessions within the terminal building at time of redevelopment; and

WHEREAS, CONCESSIONAIRE is indebted to COUNTY for accrued Concession fees due thru January 31, 2006 in the amount of \$48,564.59;

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the parties hereto covenant and agree to amend the Concession Agreement as follows:

1. Lease Term: Should COUNTY remodel, renovate, expand, or redevelop said Terminal Facilities during the fourth or fifth year of

said option period, COUNTY shall have the right to terminate said Concession Agreement with 120 days written notice to CONCESSIONAIRE. Upon termination of said Concession Agreement, unless CONCESSIONAIRE is in default of said Concession Agreement, COUNTY shall not preclude CONCESSIONAIRE from any future bid process for said Terminal Building Concession rights.

2. Effective Date: Said Fourth Amendment to Concession Agreement shall become effective as of the date hereof.
3. Accrued Rent: As of the date hereof, CONCESSIONAIRE assigns all restaurant equipment as listed on Exhibit "A" to COUNTY in forbearance of accrued rent in the amount of \$48,564.59. The accrued rental amount represents concession fees due thru January 31, 2006. Normal concession fees shall resume as of February 1, 2006 and shall be due and payable in accordance with Section VII of said Concession Agreement. Provided CONCESSIONAIRE is not in default of said Concession Agreement, on or before twelve months (12) from the date hereof, COUNTY will reassign said business equipment to CONCESSIONAIRE upon receipt of said accrued concession fee payment of \$48,564.59. During the forbearance period, CONCESSIONAIRE shall have the right to use said restaurant equipment for the operation of the concession. CONCESSIONAIRE shall be responsible for all maintenance, repair and replacement of said equipment.
4. Assignment of Concession Agreement: During the term hereof, at COUNTY'S sole discretion, COUNTY shall have the right to complete an assignment of the said Concession Agreement, thus releasing of the concession to a third party. Should COUNTY release said concession by assignment to a third party, CONCESSIONAIRE readily agrees to the assignment once requested by COUNTY. CONCESSIONAIRE does willfully acknowledge COUNTY'S unilateral right to assign and further agrees to such assignment. CONCESSIONAIRE shall promptly cooperate with COUNTY during the transition period. Provided the concession fees are paid in full, no assignment of the Concession Agreement will be requested by COUNTY that would interrupt or discontinue CONCESSIONAIRE'S operation of the business during the time period of February 1, 2006 to April 30, 2006. Otherwise COUNTY shall give thirty (30) days written notice in advance to CONCESSIONAIRE of COUNTY'S intent to assign the existing

Concession Agreement to a third party. CONCESSIONAIRE shall have thirty (30) days from receipt of said notice to vacate said premises.

5. Minimum Monthly Guarantee: As of February 1, 2006, the minimum monthly guarantee as outlined in Subsection 7.01 of the Concession Agreement shall be reduced to \$0.19 multiplied by the number of departing passengers.
6. Other: All other provisions of the Restatement of Concession Agreement between the parties dated December 15, 2000 shall remain in full force and effect.

(Remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, CONCESSIONAIRE and COUNTY have caused this Fourth Amendment to the Concession Agreement to be executed as of the day and year first above written.

ATTEST:

KEN BURKE,
CLERK OF THE CIRCUIT COURT

PINELLAS COUNTY, FLORIDA,
by and through its Board of County
Commissioners

BY: 

Deputy Clerk

BY: 

Vice Chairman

WITNESSES:

Print Name: 

Frank W. Aiello

Print Name: 

SARA G. PLESO

JERRY'S OF TAMPA BAY, INC.
A Florida Corporation

BY: 

President

(seal)

**APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:**

BY: 

Sr. Assistant County Attorney

APPROVED AS TO CONTENT:

BY: 

Airport Director

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA

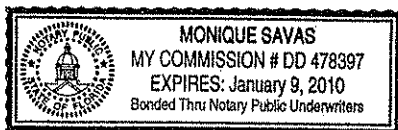
COUNTY OF Pinellas

Before me, personally appeared, G. PENDERGAST to me well known and known to me to be the individual described in and who executed the foregoing instrument as PRESIDENT of the above named corporation, and severally acknowledged to and before me that he executed such instrument as such PRESIDENT of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

Witness my hand and seal this 27th day of January 2006.

Notary Public

Monique Savas
MY COMMISSION EXPIRES:



RESTAURANT INVENTORY

AIRSIDE DINING AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
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4-shelf Racks	3	5'	
4-shelf Racks	2	6'	
4-shelf Racks	1	9 1/2'	with Can Opener Attached.
Stainless Prep Table	1	8'	
Stainless Prep Table	1	6'	
3-tier push carts	3		Rubbermaid Quality Plastic
Stainless Tables	1	30" square	
Stainless Tables	1	30" x 42"	
3-Sink Washing/Sanitizer Area	1	10'	
Stainless Work Area w/ High sides	1	30" x 48"	High on 3 sides.
Stainless Mounted Upper Shelf	2		Above prep areas

SERVING & SNACK AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Countertop Cooler	1	Double Sided	Bayonne Stainless #B54800DS
Under counter condiment cooler	1	Reach-in	Delfield
Stainless steel worktop w/ sink	1	13'	
Lighted pastry cabinet	1		
6-Section Grill	1		Vulcan
4-section refrigeration	1	under grill	

3-Burner Griddle	1		Ansli System
Exhaust Fan	1		w/ drop down condiment holder on counter top prep area
2-door cooler	1		not working
1-door freezer	1		
Toasters	4		
Hot Dog Roller Grill	1		Max Pro
3-section Heat Well Steam Table	1		
1-section Cold Well Serving Area	1	6'	
AT&T 964 2-way phones	2	n/a	System between bar and buffet area
Reach-in Freezer	1		Kenmore
Upright Freezer	1		Kenmore
Self-Serving Trays	50		
Photo Food Posters w/ frames	3	Lg.	One behind counter. Two in seating area.
Specials Dry Erase Board	1	Lg.	Located behind counter.
Serving Cooler	1	countertop	Double Sided clear glass for milk/salads
Serving Cooler	1	countertop	One-sided for salads/sandwiches/yogurt
Rubber Mats	6	Lg.	
Microwave Ovens	2		
Food Photo Posters	3	30" x 42"	1 located behind counter and 2 in snack area.
Square Tables	5	3' square	Laminate with wood trim.
Dining Chairs	28		Wood back, black frame, padded vinyl seats (multi-color)
Lunch Tables	2	24" x 42"	Laminate.
Dining Table	1	3' square	Granite Salmon w/ black speckles.
Paper Towel Dispensers	2		Ft. James & Regular
Soap Dispensers	2		GoJo
Fire Extinguisher	1	Lg.	Silver.

BAR & LOUNGE AREA

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Ceiling Mount TV	1	small	Doesn't work
Credit Card Terminal	2		Hypercom
Straight-back benches	2		Build in- Located in 2 areas.
Bolted Round Tables	5	2'	
Bolted vinyl padded chairs	10		Seat & Back padded w/ wood siding.
Curved L-Shaped Bar	1	Lg.	Quality Wood.
Straight Bar	1	142" x 17"	Matching wood as main bar area. Built in w/ 5 bolted stools.

High Stools	15		Match vinyl padded chairs w/ wood siding w/ 10 bolted stools.
3-way sanitizing sink			
Stainless Beer Coolers	3		1 is broken.
Glassware	125 pc.	various	stemware, goblets, hi-ball, etc.
Chip Racks	8		Originally owned by U.S. Foodservice. Abandoned.
Pad Locks	tbd	large	Used to lock professional equipment.
TV w/ Remote	1	27"	Phillips Magnavox. Ceiling Mount. Works.
Fire Extinguisher	1		per Kim.

DOWNSTAIRS KIOSK AT EAST GATES 1-6

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Built-in Kiosk	1		\$5,000 original cost to build.
Cash Register	1		Royal
Rack	1	4'	
Reach-in cooler	1		two-sided

DOWNSTAIRS KIOSK WEST SIDE

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Portable Kiosk	1		Appx. Value \$500
Baker Rack	1	4'	
Wood Cabinet	1		Locking
Assorted Plates	tbd	various	
Assorted Wicker Baskets	10	various	

UPSTAIRS STORAGE ROOM IN WICK WING

ITEM(S)	QUANTITY	DIMENSIONS	DESCRIPTION / NOTATIONS
Holiday Decorations	tbd	various	Various Event Items
Catering Materials for transport	tbd	various	Miscellaneous
China Plates			
China Cups			
Silverware			
Stainless hotel catering pans			
Catering Table Skirts	25+	6' & 8' table size	
Cutting Boards	2	small	

Convection Oven	1	small	operational (?)
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OFFICE LOCATED OFF BAR AREA

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>DIMENSIONS</u>	<u>DESCRIPTION / NOTATIONS</u>
Register	1		Sharp XE-A101
HP PSC 1315	1		
2-drawer File Cabinets	2	36"	Black
Calculator	1		Canon MP110X
Dual Scale (LIQ)	1		Accuway
Keyboard & Mouse	1 each		Logitech
Computer Monitor	1	15"	Santron
Swivel desk chairs	2		
Security camera System	3 cameras		SMAV904 Multiplexer w/ Time-Lapse VCR
Fax Machine	1		Brother Intellifax 1270
Drop Safe	1	#55058	Illico Unican

OUTSIDE

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>DIMENSIONS</u>	<u>DESCRIPTION / NOTATIONS</u>
Garbage Cans	2	70 gal.	Plastic Trash Bins
Garbage Cans	3	100 gal.	Plastic Trash Bins
Garbage Cans	6	40 gal.	Plastic Trash Bins
Catering Truck			

Exhibit G**THIRD AMENDMENT AND RESTATEMENT OF CONCESSION AGREEMENT**

THIS THIRD AMENDMENT AND RESTATEMENT OF CONCESSION AGREEMENT (hereinafter called "Agreement") made and entered into this 15 day of December 2000 by and between the **BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY**, a political subdivision of the State of Florida (hereinafter the "County"), and **JERRY'S OF TAMPA BAY, INC.** (hereinafter the "Concessionaire"), having an office and/or principal place of business at 1500 North Mango Road - Suite 19, West Palm Beach, FL 33409.

WITNESSETH:

WHEREAS, the County and Concessionaire have previously entered into a Concession Agreement dated the 6th day of June, 1995; and

WHEREAS, the County and Concessionaire have previously entered into a First Amendment dated 12th day of November 1998, and Second Amendment dated 3rd day of March 1999; and

WHEREAS, it is the desire of the County to continue to have located at the St. Petersburg-Clearwater International Airport (hereinafter the "Airport") Food services/restaurant/cocktail lounge/ and in-flight catering Concession (hereinafter the "Concession"), and to have them operated by an entity or entities other than the County; and

WHEREAS, Concessionaire desires to consolidate the catering activities from the west side of Roosevelt into the main terminal operation within approximately ninety days; and

WHEREAS, the County agrees to delete the catering building from the Agreement and reduce the concession fee payments accordingly; and

WHEREAS, Concessionaire has requested a reduction of the minimum monthly guarantee in exchange for certain other amendments to the Agreement requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings contained herein, the Parties hereto covenant and agree to delete said Concession Agreement and Amendments in their entirety and restate the Concession Agreement as follows:

**SECTION I
DEFINITIONS**

Except for certain terms defined elsewhere in this Agreement capitalized terms used in this

Agreement shall have the meanings set forth below:

1) ADDITION shall mean any fixed modification and improvement made on or to the Premises, or made on or to any Initial Improvement on the Premises.

2) AIRPORT DIRECTOR: The County's duly authorized representative managing and having control of St. Petersburg-Clearwater International Airport in accordance with Airport Rules and Regulations 77-5 as amended.

3) COUNTY: The Board of County Commissioners of Pinellas County.

4) FOOD AND BEVERAGE RESTAURANT CONCESSION: The food and beverage restaurant concession located on the Premises leased to the Concessionaire pursuant to the Agreement.

5) GROSS RECEIPTS shall include all monies paid or payable to the Concessionaire for sales made and/or for services rendered at or from the Premises, regardless of when or where the order therefor is received, and at the option of the County, outside the Premises, if the order therefor is received at the Premises, and any other revenues of any type arising out of or in connection with the Concessionaire's operations at the Premises, including, but not limited to, those of the Concessionaire's agents, subtenants, or subcontractors arising from any sales made or services rendered at or from the Premises, provided, however, that Gross Receipts shall not include:

A) Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to a taxing authority by the Concessionaire.

B) Refunds and credits to customers for services or for merchandise returned or exchanged.

C) Amounts and credits received in settlement of claims for loss of, or damage to merchandise.

D) Amounts and credits received for merchandise returned to shippers, wholesalers, or manufacturers.

E) Amounts received from the sale of waste or scrap material or from the sale or trade-in of fixtures, equipment, or furniture owned by Concessionaire.

F) The value of merchandise exchanged with or transferred to other operations of Concessionaire.

G) Tips and gratuities received by employees of the Concessionaire, which were not included in the bill presented to the customer.

6) PREMISES: Those portions of the Airport located and situate in Pinellas County as follows and as shown on Exhibits "A" attached hereto: (a) Terminal Building Areas 210-216 consisting of approximately 6,739 sq. ft., which shall be occupied by the Concessionaire for purposes of carrying on the business authorized herein; (b) such additional specialty-theme food and beverage locations, if any, as may be subsequently approved.

7) SPECIALTY-THEME FOOD AND BEVERAGE LOCATIONS shall mean small booths, kiosks, or counters which may be installed at sundry locations in the terminal, with the express prior written approval of the Airport Director, for the sale and dispensing of specialized, limited line items, such as espresso coffee, pastries, etc.

8) TENANT CONSTRUCTION APPROVAL shall mean the procedure, as set forth in Section VI herein, which shall be used to receive Airport approval for all construction and renovation projects at the Airport using private funds.

9) TERM shall be the period defined in Section III herein.

10) TERMINAL BUILDING shall mean the structure at the Airport in which scheduled and charter airline passenger handling shall take place, and in which the public portions of Concessionaire's Premises are housed.

SECTION II PREMISES

The County hereby grants to the Concessionaire the right to use the Premises (as listed herein and reflected on Exhibit "A" attached hereto), including any improvements to be made thereon or modifications to be made thereto, for purposes set forth herein, and the Concessionaire hereby agrees to use the Premises for its use, subject to the terms and conditions set forth and/or incorporated herein. For purposes of this Agreement, specialty theme food and beverage locations, if any, shall also be construed as "Premises". The County by and through the Airport Director shall reserve the right to relocate the existing premises to other locations within the Terminal Building. Said relocation will only be required for future expansion, relocation, and renovation of the Terminal Building.

SECTION III TERM

Lease Term/Options for Renewal: The term of this Agreement shall be five (5) calendar years, commencing on the date of execution of this Concession Agreement and ending five (5) calendar years thereafter unless sooner renewed in accordance with this paragraph. The original or initial term shall be extended for an additional term of five (5) years from and after the original or initial term unless:

- (a) The County elects that this Agreement shall not be so extended and gives written notice thereof to concessionaire not less than ninety (90) days prior to the end of the original term; This would only be effective if the Concessionaire is in default; or
- (b) Concessionaire elects that this Agreement shall not be so extended and gives written notice thereof to the Airport not less than ninety (90) days prior to the end of the original term.

The extension, if any, shall be on the same terms and conditions as-provided herein, except as to the renewal option contained above, and that the concession fees shall be renegotiated between the parties for such extension period.

SECTION IV

CONCESSIONAIRE'S USES, PRIVILEGES, OBLIGATIONS, AND RESTRICTIONS

Subsection 4.01 - Use of Premises

For and in consideration of the payment of the concession fees and other fees and charges provided hereinafter, the County hereby grants to the Concessionaire, subject to all of the terms, covenants, and conditions of this Agreement, the right and obligation to occupy, equip, furnish, operate, and maintain the Food and Beverage Concession on the Premises. The Premises shall be used only for the purposes specified in this Agreement and the Concessionaire will utilize the store theme, design and offer types of food and beverages at prices outlined in subsections 4.07 and 4.09.

Subsection 4.02 - Exclusive and Non-Exclusive Rights

The Concessionaire shall have the exclusive right for the operation of any Store providing food and beverage for consumption within the Terminal Building at the Airport. However, the County may, at any time, award space (existing or newly created) to accommodate other concessionaires who may have rights similar to those granted herein, so long as the rights pertain to limited specialty foods and beverages and are strictly for consumption other than immediately and at a location other than the Terminal. The Concessionaire also recognizes the County's right to grant to the operators of the Newsstand and General Merchandise Concession at the Airport the right to sell certain food items, generally described as candy, snacks and popcorn. In addition, the Concessionaire shall have the exclusive right within the Terminal building to sell to the general public, by vending machine, food (not including candy) and beverages. The location of any such vending machines shall be subject to the approval of the County by and through the Airport Director, which shall be under no obligation to approve the installation of any such vending machines, or to permit the continued use of such vending machines after they are approved. Nothing herein shall prevent the County from installing, or permitting its tenants to install vending machines in their exclusive premises. Further, the County reserves the right to grant to airlines the

right to operate private clubs, with such rights for the sale or provision of food and beverages to its members and invitees as are customary in the industry. The Concessionaire shall have the non-exclusive right to engage in inflight catering and off-premises catering from the Premises, subject to the County's option to rescind such right upon thirty (30) days advance written notice to the Concessionaire in the event that the County, in its sole discretion, shall determine that the continuance of activities interferes with, or diminishes the quality of, the provision of food and beverage service to the public.

Subsection 4.03 - Access and Egress

The Concessionaire shall have the free right of access to and egress from the Premises over the Airport roadways, including the use of common use roadways, subject only to such rules and regulations now in existence and as may be established from time-to-time by the County regarding the operation of its vehicles on the Airport or in the vicinity of the Terminal Building. The Concessionaire's employees shall use the Airport's designated employee parking areas.

Subsection 4.04 - Access to the Aircraft Operating Area (AOA)

The Concessionaire shall comply and ensure compliance by its licensees, sublessees and their respective contractors, suppliers of materials and furnisher of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the County, or the Federal Aviation Administration (FAA), or other governmental agencies to protect the security and integrity of the Aircraft Operating Area (AOA), as defined by the County and the FAA, and to protect against access to the AOA by unauthorized persons. Subject to the approval of the Airport Director, the Concessionaire shall adopt procedures to control and limit access to the AOA by the Concessionaire, its licensees, sublessees, and their respective contractors, suppliers of materials and finishers of services, employees, and business invitees in accordance with all present and future County and FAA laws, rules, regulations, and ordinances. Concessionaire further agrees to indemnify, hold harmless, defend and insure the County, its officers, agents, and employees against the risk of legal liability for death, injury, or damage to persons or property direct or consequential, arising from entry of the AOA permitted, or allowed by Concessionaire, or by persons under the direction of the Concessionaire, in violation of Airport and FAA laws, rules, regulations, or ordinance or Concessionaire's County-approved procedures for controlling access to the AOA as provided hereinabove. The Concessionaire shall obtain employee identification badges for all personnel authorized by the Concessionaire to have access to the AOA, in accordance with the provisions of Federal Aviation Regulations, Part 107, and other laws, rules, regulations and ordinances.

Subsection 4.05 - Subordination of Agreement

It is mutually understood and agreed that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America, the State of Florida, its Counties, Agencies, Commissions and other governmental agencies, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the development or operation of the Food and

Beverage Concession.

Subsection 4.06 - Conflicts with Other Concessions

Except as to items contained in the Proposal, or subsequently approved by the County, it is specifically understood and agreed that, in the event of a conflict between the Concessionaire and any other lessee, or concessionaire, as to specific items to be sold by the respective concessionaires or lessees, the County by and through the Airport Director shall decide which item of merchandise may be sold or provided by each concessionaire or lessee, and the Concessionaire agrees to be bound by the decision.

Should Concessionaire refuse to accommodate future food service and product to meet airport needs as determined and requested through the Airport Director, the County shall have the right to allow additional concessionaires to provide for said requested food service and products within the Terminal Building.

Subsection 4.07 - Food and Beverages Selection and Prices

It is expressly agreed and understood that all food and beverages shall be reasonably priced by the concessionaire and be of a quality and quantity which is comparable to, or better than, that offered for sale in similar restaurants, cocktail lounges, snack bars, fast food operations, shopping malls, coffee shops, or cafeterias in the Tampa Bay area offering like products.

Subsection 4.08 - Capital Investment

The Concessionaire agrees to pay for all future costs of acquiring, constructing and installing improvements, furniture, fixtures and equipment that is associated with concession.

Subsection 4.09 - Design and Decor

The existing design and decor of the Food and Beverage Concession shall not deviate in any manner whatsoever without the prior written approval of the County, by and through the Airport Director. Any changes desired by the Concessionaire shall be submitted in writing to the Airport Director, and the decision of the Airport Director will be final and binding on the Concessionaire. Changes that are made without approval will constitute a material breach of this Agreement.

Subsection 4.10 - Freezer and Storage Locations

It is further agreed that the County, by and through the Airport Director, will provide reasonable area for the are storage of nonperishable supplies and materials. This storage area consists of approximately 180 square feet of area adjacent to the International Arrivals area in the Terminal Building and is depicted on exhibit "C". This location may be changed when conditions warrant as directed by the Airport Director. In addition to this storage area, space will be provided for one additional refrigeration unit for the Concessionaire's storage of perishable supplies. The costs for these expenses will be bourne by the Concessionaire.

SECTION V
PROHIBITED ACTS AND UNUSUAL RISKS

Subsection 5.01 Prohibited Acts

The Concessionaire shall not knowingly:

- A) Commit any nuisance on the Premises, or any other portion of the Airport, or do or permit to be done anything which may result in the creation or commission of such nuisance;
- B) Cause or produce or permit to be caused or produced upon the Premises or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors;
- C) Use, or permit to be used, the Premises for any illegal purpose;
- D) Handle, ship, store or otherwise use any explosives, including fireworks, in violation of the County's regulations;
- E) The sale and dispensing of chewing gum and popcorn upon the leased premises is prohibited;
- F) Do, or permit to be done, anything which may interfere with the effectiveness or accessibility of existing and future utilities systems, or portions thereof, on the Premises nor do or permit to be done anything which may interfere with free access and passage in the Terminal Building or in the streets and sidewalks adjacent to the Premises;
- G) Permit any gambling or other games of chance on the Premises; permit or produce any entertainment acts upon the premises of a lewd or lascivious nature; or permit or cause any other act upon the premises in violation of Airport Rules & Regulations 77-5 as amended.
- H) Do, or permit to be done, any act or thing upon the Premises which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof, or which, in the opinion of the County, may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein; or
- I) Without the County's written consent, which consent is completely discretionary with the County, install or permit to be installed coin-operated amusement machines or pay telephone on the Premises. The County reserves the right to install and maintain, through independent contractors, such pay telephones on the Premises at locations to be approved or directed by the County.

Subsection 5.02 Unusual Risks

The Concessionaire shall, subject to and in accordance with the provisions herein, make any and all non-structural improvements, alterations, or repairs of the Premises and improvements thereto that may be required at any time hereafter by any rule, regulation, requirement, order, or direction of any board or organization with authority to do so. If by reason of any failure on the part of the Concessionaire to comply with the provision of this subsection, any fire insurance rate on the Premises or the Terminal Building and improvements thereto shall at any time be higher than it otherwise would be, then the Concessionaire shall pay the County, upon demand, that part of all fire insurance premiums paid by the County which shall have been charged because of such violation or failure of the Concessionaire.

SECTION VI CONSTRUCTION

Subsection 6.01 - Construction by the Concessionaire

The Concessionaire shall not erect any structures, make any improvements or modifications, or do any other construction work on the Premises, or alter, modify, or make additions, improvements, or repairs to or replacements of any structure now existing or built, or install any fixtures (other than trade fixtures, removable without permanent injury to the Premises or improvements thereon) without the prior written approval of the County. In the event any construction, improvement, alteration, modification, addition, repair, or replacement is made without such approval, or in a different manner than approved, it shall be a material breach of this Agreement. In addition to all other remedies available to it, the County may require the Concessionaire to immediately remove the same, or, in the discretion of the County, cause the same to be changed to the satisfaction of the County. In case of any failure on the part of the Concessionaire to comply with the notice, the County may, in addition to any other remedies available to it, effect the removal or change and the Concessionaire shall pay the cost thereof to the County upon demand. Approval of the Concessionaire's construction plans shall not be arbitrarily or capriciously withheld or conditioned, and the County shall make timely disposition of each request.

Subsection 6.02 - Submittal of Plans

Prior to commencement of any improvements or modifications to the Premises, the Concessionaire shall submit to the County a plans package descriptive of the proposed improvements or modifications to the Premises and obtain approval thereof. The plans for the proposed improvements or modifications to the Premises shall completely describe function and design, and shall be compatible with those of the Airport in those respects. The plans package shall contain the following:

- A) Graphic presentation of the improvements and showing access and egress to and from the Premises;
- B) An illustration of the decor for the Premises including construction, furnishings and equipment;
- C) Request for approval of the above; and
- D) A schedule for completion, including detailed project scheduling;

The County shall review the plans package and notify the Concessionaire within a reasonable time either that the:

- A) Plans package is approved;
- B) Plans package is approved subject to identified exceptions; or
- C) Plans package is disapproved with reasons therefor and specifications for the changes which should be made to obtain approval.

Subsection 6.03 - Construction Approval

Upon approval of the plans package and prior to commencement of construction, the Concessionaire shall submit to the County's Airport Director and Building Department for approval:

- A) Complete plans and specifications of the proposed construction, including the fixed equipment and other fixtures, meeting applicable building, life safety, fire suppression, and disabled access codes of the Federal government, State of Florida, and Pinellas County;
- B) Plot plans showing the location of the site of the Premises or additions thereto;
- C) Plans showing access and egress to and from the facility;
- D) Detailed project scheduling;
- E) A preliminary list of furnishing and equipment (removable without permanent damage to the Premises);
- F) Unless the actual price of the construction is submitted with the construction application, as estimated price from the construction of the improvements; and
- G) Insurance and security as set forth herein, and bonding as required under section 255.05, Florida Statutes.

Upon compliance by the parties with the provisions of this Subsection 6.03, the Concessionaire shall proceed with reasonable diligence with the construction, at its own cost and expense. The construction shall be completed according to the project schedule.

Subsection 6.04 - Inspection of Premises

The County or its duly authorized representatives may enter upon the Premises at any and all reasonable times during the Term of this Agreement for the purpose of determining whether or not the Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to rights of the County.

Subsection 6.05 - Default During Design and Construction

In the event of default of the Concessionaire during the design or construction period of any construction or design contract for improvements hereunder, the County shall have the right, which right shall be set forth in all contracts between the Concessionaire and independent contractors and suppliers of work or materials, to replace the Concessionaire with itself, or its designee, and to continue the contracts of the Concessionaire with the independent contractors and suppliers of work or materials. The contracts referenced above in this subsection shall include a provision reading as follows:

"The Board of County Commissioners of Pinellas County (herein referred to as the "County"), shall have the right, in the event that the County elects to replace the (Concessionaire) with itself, or its designee, under the terms of the County's contract with the (Concessionaire), to continue this contract between the (Concessionaire) and the (contractor), upon assuming in writing all the liabilities of the (Concessionaire) under this contract between the (Concessionaire) and the (contractor), and the County thereby shall receive all the rights, title, interests, and remedies that the (Concessionaire) has under the terms of this contract between the (Concessionaire) and the (contractor)."

Subsection 6.06 - Signs

The Concessionaire shall have the right to install and maintain signs in the Premises, provided that the design, installation, and maintenance of all signs shall be subject to the provisions set forth herein. The Concessionaire further acknowledges the County's desire to maintain a high level of aesthetic quality in all concession facilities throughout the Terminal Building. Therefore, the Concessionaire covenants and agrees that in the exercise of its privilege to install and maintain appropriate signs on the Premises, as provided herein, it will submit to the Airport Director, for his approval, the size, design, content, and intended location of each and every interior/exterior sign it proposes to install on the Premises, and that no such signs shall be installed on or within the Premises without the specific prior written approval of the Airport Director as to the size, design, content, and location.

SECTION VII
CONCESSION FEES, PAYMENTS, ACCOUNTING RECORDS, AND AUDIT

Subsection 7.01 - Concession Fee Payments

As consideration for the County's granting the concession rights hereinabove set forth, the Concessionaire shall pay to the County the Minimum Guarantee or Percentage Concession Fee, whichever is greater (the "Concession Fee Payments"), calculated as follows:

- 1) Minimum Monthly Guarantee. For each calendar month, or prorata portion thereof, during the term of this Agreement, the Concessionaire shall pay to the County, in payments, monthly in arrears, a Minimum Monthly Guarantee calculated at 23¢ times the number of departing passengers at the Airport for the previous calendar month, plus applicable sales tax. The payments shall be made in accordance with the actual record of enplaned passengers which will be furnished to the Concessionaire by the Airport on or before the seventh day of each subsequent month.
- B) Percentage Concession Fee. The base Percentage Concession Fee for the term of this agreement shall be the sum of TEN PERCENT (10%) of the annual Gross Receipts of the Concessionaire from the sale of food and non-alcoholic beverages, in-flight catering, and off-premises catering activities performed by the Concessionaire from the Terminal; and FIFTEEN PERCENT (15%) of the annual Gross Receipts of the Concessionaire from the sale of alcoholic beverages (Bar), shall be paid to the County.

The Percentage Concession Fee shall increase with the amount of annual departing passengers as follows:

Above 550,000 departing passengers: Food/Catering increases to 11%
Bar increase to 16%

Above 650,000 departing passengers: Food/Catering remains at 11%
Bar increases to 17%

Above 750,000 departing passengers: Food/Catering remains at 11%
Bar increases to 18%

This Percentage Concession Fee adjustment will be made within 15 days after the end of each calendar year and the County shall advise the Concessionaire as to the actual number of departing passengers during the preceding calendar year, and shall revise the monthly invoices to the Concessionaire.

- 3) Additional Rent. In addition to said concession fee, Concessionaire shall pay out current fee balance of approximately \$50,000.00 in five (5) equal payments of \$10,000.00.

The first payment being due twelve months after the execution of this Agreement and annually thereafter on the anniversary date of the execution of this Agreement.

Subsection 7.02 - Method of Payment

The Minimum Monthly Guarantee or Percentage Concession Fee (the "Concession Fee Payments"), whichever is greater, shall be payable on or before the 30th day of each month, commencing with the following month in which concession fees accrue under this Agreement, in such a fashion as will provide to the County, on a calendar-year-to-date basis, the higher of the cumulative Minimum Monthly Guarantee or cumulative Percentage Concession Fee.

Subsection 7.03 - Period of Concession Fees

The above Concession Fee Payments shall begin on the commencement of the Term hereof and shall continue over the period of this Agreement and be paid as set forth herein, the last payment of Minimum Monthly Guarantee or Percentage Concession Fee being due on or before the thirtieth (30th) day following termination of this Agreement.

Subsection 7.04 - Monthly Statements: Books and Records

On or before the thirtieth (30th) day of each month, beginning with the first month in which Concession Fees accrue under this Agreement, Concessionaire shall submit to the County, in a form satisfactory to the County, certain information including, but not limited to, a statement of its Gross Receipts during the preceding month upon which the Percentage Concession Fee to the County, as set forth herein, is computed. The statement shall be signed by an officer of Concessionaire authorized to sign on its behalf. The statement shall include, at a minimum, a breakdown of the Concessionaire's revenue by general category of food & non-alcoholic beverage, alcoholic beverage, and in-flight catering items. The Concessionaire shall keep full and accurate books and records showing all of its Gross Receipts, and the County shall have the right, through its representatives, and at all reasonable times, to inspect the books and records of Concessionaire, any Sublessees, or other participants in the operations authorized in this Agreement, including State of Florida sales tax returns. The Concessionaire hereby agrees that all such books and records will be made available to the County at the Premises, or at the County's offices, upon reasonable notice, for at least a three-year period. This obligation shall survive the termination of this Agreement.

Subsection 7.05 - Discharge

Payment to the County of all fees and charges provided for herein shall completely discharge the Concessionaire's financial obligation for the full enjoyment of all of the grants under this Agreement, and there shall be no other charges or tolls due or payable by the Concessionaire, directly or indirectly.

Subsection 7.06 - Late Payment

Concession Fee Payments are due and payable as set forth herein. All payments required to be made to the County hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment, if not paid within fifteen (15) days from the date due. Said interest shall be calculated on a daily basis and shall be due and payable when billed. In addition to payment of interest at said rate for any delinquency, an administrative fee of \$25.00 shall also be paid to the County for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with applicable Board of County Commissioners Resolutions or Board of County Commissioners approved Rules and Regulations, the Airport Director may waive the imposition of interest and administrative fees.

Subsection 7.07 - Annual Certified Statement

Within ninety (90) days after the end of each calendar year during the Term of this Agreement, the Concessionaire shall provide a written statement to the County, from an independent Certified Public Accountant, stating that in such Accountant's opinion the Gross Receipts reported, and the Concession Fee Payments and other fees paid by the Concessionaire to the County during the preceding calendar year were made in accordance with the terms of this Agreement. The statement shall also contain a list of the Gross Receipts as shown on the books and records of the Concessionaire, and which were used to compute the Concession Fee Payments made to the County during the period covered by said statement.

Subsection 7.08 - Audit

The County reserves the right to audit the Concessionaire's books and records of Gross Receipts, for the purpose of verifying the Gross Receipts hereunder, for any period within three (3) years prior to the audit. If, as a result of the audit, it is established that the Concessionaire has understated the Gross Receipts by three percent (3%) or more for any calendar year, the entire expense of the audit shall be borne by the Concessionaire. Any additional Concession Fee Payments found due by the audit shall forthwith be paid by the Concessionaire to the County with interest thereon at ten percent (10%) per annum from the date such Concession Fee Payments became due.

SECTION VIII MAINTENANCE, UTILITIES AND REPAIRS

Subsection 8.01 - Trash and Refuse

The Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Premises.

The Concessionaire shall provide and use suitable sealed fireproof receptacles approved by the County by and through the Airport Director for all trash and other refuse on or in connection with the Premises. Special care shall be taken to eliminate any odors attendant with food and beverage refuse. Piling of boxes, cartons, barrels or other similar items in or in view from a public area shall not be permitted. Concessionaire will locate its trash dumpsters at a location to be determined by the Airport Director.

Subsection 8.02 - Hazardous Substances

No goods, merchandise, or materials shall be kept, stored, or sold in or on the Premises which are explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon.

Subsection 8.03 - Transporting Merchandise, Food, Trash, etc.

In transporting food, beverages, merchandise, products, trash, and refuse associated with operating the concession to and from the Premises, the Concessionaire shall use only carts, vehicles, or conveyances that are sealed and leak proof and that are equipped with wheels suitable for operating on carpets and which shall be approved by the County by and through the Airport Director.

The Airport Director shall also provide ample vehicle parking for the Concessionaire's associated business vehicles.

Subsection 8.04 - The Concessionaire's Maintenance Obligations

Except for maintenance of the Premises by the County, as provided herein, and as otherwise stipulated in Subsection 8.10 hereinbelow, the Concessionaire shall be obligated, without cost to the County, to maintain the Premises and every part thereof, including personalty and trade fixtures, in good appearance and repair, and in a safe condition. The Concessionaire shall maintain, repair, replace, paint, or otherwise finish all leasehold improvements on the Premises (including, without limitation thereto, walls, partitions, floors, ceilings, windows, doors, and glass, and all furnishings, fixtures, and equipment therein, whether installed by the Concessionaire or by the County) as determined necessary by the County. All of the maintenance, repairs, finishing and replacements shall be of quality at least equal to the original in materials and workmanship. The County shall solely determine the quality of maintenance. The County, or its authorized agents, may at any time, without notice, enter upon the Premises to determine if maintenance is being performed in accordance with this Agreement. If it is determined that the maintenance is not satisfactory, the County shall so notify the Concessionaire in writing. If the maintenance required to be performed as provided in the County's notice to Concessionaire is not commenced by the Concessionaire within thirty (30) days after receipt of such written notice, or is thereafter not diligently prosecuted to completion, the County or its agents shall have the right, in addition to rights of termination contained herein, to enter upon the Premises and perform the subject maintenance, and the Concessionaire agrees to promptly reimburse the County for the cost thereof, plus fifteen percent (15%) for administrative work.

Any hazardous or potentially hazardous condition shall be corrected immediately upon receipt of any notice from the County. At the discretion of the County, the Concessionaire shall close the Premises until the hazardous or potentially hazardous condition is removed.

The Concessionaire shall furnish, at its sole cost and expense, such Janitorial services as may be required to keep the Premises neat, clean and in first class condition at all times. Adequacy of such Janitorial services shall be determined by the County by and through the Airport Director.

The Concessionaire shall be responsible, at its sole cost and expense, for the connection to, maintenance of and distribution within the Premises of all utilities supplied by the County, from the points designated by the County. Electricity, telephone, water and gas shall be separately metered and shall be Concessionaire's responsibility to pay.

Exhibit "B", which is attached hereto, enumerates those maintenance activities to be performed by the Concessionaire. The Concessionaire shall prepare, and maintain on a current basis, preventative maintenance schedules for accomplishing all of its responsibilities herein. The County shall be furnished a current copy of such schedules.

Subsection 8.05 - The County's Maintenance Obligations

The County shall provide structural maintenance of the Terminal Building, and shall maintain and repair the exterior walls of the Premises in the Terminal Building. Maintenance of all walls constructed by Concessionaire shall be Concessionaire's responsibility.

The County will assure the provision of mains reasonably necessary for the supply of utilities as the Concessionaire may require, pursuant to its approved plans, including electric, gas, potable water, sewerage, and telephone. The Concessionaire, at its cost, shall, if required, tie into the mains at the locations on the Premises, as designated by the County.

The County, its officers, employees, representatives, and contractors may, for the benefit of the Concessionaire, or for the benefit of others than the Concessionaire at the Airport, maintain the utilities and enter upon the Premises at all reasonable times to make the repairs, replacements, and alterations as may, in the opinion of the County, be deemed necessary or advisable, and from time to time, to construct or install over, on, in, or under the Premises new systems, pipes, lines, mains, wires, conduits, ducts, and equipment; provided, however, that the County shall exercise such right in a manner so as to interfere as little as reasonably possible with Concessionaire's operations.

The County agrees that it will at all times maintain and operate with adequate, efficient, and qualified personnel and keep in good repair the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith including maintenance to be performed by County or specifically enumerated in Exhibit "B", which is attached hereto..

The County shall, throughout the term of this Agreement, maintain all roads on the Airport giving access to the Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building at all times over roads open to the public using the Airport.

SECTION IX

LIENS, PAYMENT, AND CONSTRUCTION PERFORMANCE BONDS

The Concessionaire shall not allow any liens to attach to the Premises, improvements thereon, or its leasehold interest therein without prior written approval of the County. Prior to the commencement of any construction, alteration, or repair, the Concessionaire or its contractor shall furnish the County, on forms satisfactory to the County, and without expense to the County, a completion and payment bond issued by a surety company licensed to transact business in the State of Florida, and satisfactory to and approved by the County, with the County as principal, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction, alteration or repair of the improvements and facilities mentioned herein. The bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies and equipment used directly or indirectly by the contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in the construction contract and shall protect the County from any liability, losses or damages arising therefrom.

Wherever the term "bond" is used above, it shall be deemed to include, in the alternative, an irrevocable letter of credit issued by a financial institution reasonably satisfactory to the County or Certificate of Deposit of a financial institution reasonably satisfactory to the County.

SECTION X

STANDARDS OF OPERATION

Subsection 10.01 - Hours of Operation

The Concessionaire covenants with the County that the operating hours for the Food and Beverage Concession shall be as established by the County to provide a high level of service to the traveling public. The hours of operation may be changed from time-to-time as airline schedules change; however, any change therein requested by the Concessionaire shall be approved in advance in writing by the County by, and through the Airport Director, before implementation by the Concessionaire. At a minimum, however, the Concessionaire shall keep open at least for a period commencing one hour before the first scheduled airline departure until one-half hour after the last scheduled airline arrival. The Concessionaire shall also use its best efforts to keep its facilities open for longer than normal hours in the case of delayed, off-schedule or charter aircraft operations.

The Concessionaire acknowledges and agrees that the breach of the covenant contained in this Subsection 10.01 will cause the County substantial financial harm and therefore, in the event Concessionaire's breach of this covenant continues for a period of more than twenty four (24) hours after the County notifies the Concessionaire by confirmed facsimile transmission, the County shall have the right to immediately terminate this Agreement and operate the Food and Beverage Concession.

Subsection 10.02 - Management

The management, maintenance, and operation of the Premises shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced person who shall be subject at all times to the direction and control of the Concessionaire. Such person shall be vested with full power and authority to accept service of all notices hereunder and to accept and resolve all matters dealing with the day-to-day operation of the concession, including quality and prices of merchandise, adequacy of required items, appearance and conduct of employees, agents, and suppliers, etc. The Concessionaire shall cause the manager to be assigned a duty station or office in the Terminal Building, or elsewhere on the Airport, at which he shall be available by phone from the Premises during normal business hours. At such times as the manager is not present on the Premises, the Concessionaire shall assign, or cause to be assigned, a qualified subordinate to be in charge of the Premises, services, and facilities, and to be available to act for the manager.

Subsection 10.03 - Personnel

The Concessionaire shall, in the operation of the business authorized by this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All the personnel, while on or about the Premises, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than the Concessionaire and employee name), and courteous at all times. No personnel employed by the Concessionaire, while on or about the Premises, shall: use improper language; act in a loud, boisterous, or otherwise improper manner; or be permitted to solicit business in an inappropriate manner. Upon notification from the County as to the existence of any violations of the above criteria by one of its employees, the Concessionaire shall immediately take reasonable disciplinary measures and recurrent training as the situation merits.

The Concessionaire shall maintain a close check over its employees to ensure the maintenance of a high standard of service to the public and compliance with this Agreement. The performance of this obligation shall be determined at the sole discretion of the County. The Concessionaire shall take all proper steps to discipline employees who participate in acts of misconduct on or about the Premises whether on or off duty.

Subsection 10.04 - Nondiscrimination/Affirmative Action

The Concessionaire for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with

the land, that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the County shall have the right to immediately, without notice, reenter the Premises, and the Premises, including all improvements thereto, shall thereupon revert to and vest in and become the absolute property of the County and its assigns. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart. The Concessionaire further assures that it will require that its covered suborganizations provide assurances to the Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

The Concessionaire agrees to include the statements contained in the immediately above paragraph in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

Subsection 10.05 - Cash and Record Handling Requirements

The Concessionaire shall at all times observe cash handling and record handling systems, the cash handling and record handling systems shall be incorporated in the written policy and rules and regulations of the Concessionaire covering its accounting and handling of all transactions relating to merchandise and services under this Agreement.

Adequate fidelity bonds or theft insurance, with both the County and the Concessionaire as principals, shall be maintained by the Concessionaire on its employees engaged in the operation of the concession hereunder.

The County shall have the right to monitor and test all of the Concessionaire's services and controls by a responsible shopping service. Where such services identify a material breach in the terms and conditions of this Agreement by the Concessionaire, the Concessionaire shall reimburse the County for the cost of such shopping service. Where investigations performed by or for the County establish that Gross Receipts are not being recorded by the Concessionaire, or its employees, the Concessionaire shall pay to the County the amount which would have been due to the County, plus fifteen percent (15%). The County shall have the right to make a reasonable estimate of the losses which it has incurred.

Subsection 10.06 - Level of Public Service

The Concessionaire shall maintain and operate the Premises in a first-class manner and shall keep them in a safe, clean, orderly, and inviting condition at all times, all as satisfactory to the County. The Concessionaire shall provide prompt, courteous, and efficient service adequate to meet the reasonable demand therefor and shall take all necessary steps to ensure polite conduct on the part of its employees and representatives.

In entering into this Agreement, the Concessionaire acknowledges the desire and obligation of the County to provide the public and the air traveler high quality food and beverages and a high level of public service. Therefore, the Concessionaire covenants and agrees to offer for sale from the Premises only high quality, fresh and healthful food and beverages, items and prices to be determined as provided herein. To assist the public in obtaining health information, the Concessionaire shall include in its menu, and clearly identify, items which are low fat, low cholesterol, low calorie, low sodium and similar. Also the Concessionaire agrees that it will feature food and beverage items which are associated with Florida or the tropics. The Concessionaire further agrees to have a basic, low cost children's menu available. In addition to the requirements of this subsection, the Concessionaire shall fully comply with all applicable "truth in menu" or similar laws and governmental regulations. At any time during the Term hereof, the County may make or cause to be made a survey of prices being offered for food and beverages by the Concessionaire from the Premises hereunder. If the survey concludes that any prices being charged by the Concessionaire are not in accordance with the terms of this Agreement, the County shall notify the Concessionaire in writing. Failure of the Concessionaire to immediately adjust the prices will be a material breach of this Agreement.

Subsection 10.07 - Paging System

The Concessionaire premises shall be tied into the Airport's paging system at locations within the Premises approved or directed by the Airport Director, at County's expense.

Subsection 10.08 - Credit Cards

Concessionaire agrees to accept at least three (3) major credit cards for purchases in excess of Ten Dollars (\$10.00), and in the case of hardships.

Subsection 10.09 - Making Change for the Public

Concessionaire may, at its option, provide and maintain a change machine at a location to be approved by the Airport Director. Concessionaire is not required to make change for the public if no purchase is made.

Subsection 10.10 - Standards and Obligations

It is intended that the standards and obligations imposed herein shall be maintained or complied with by the Concessionaire, in addition to its compliance with all other applicable governmental ordinances, rules, or regulations, and, in the event that any of the laws, ordinances, rules or regulations shall be more stringent than the standards and obligations, the Concessionaire agrees to comply with such laws, ordinances, rules and regulations.

SECTION XI INSURANCE

Subsection 11.01 - Insurance

Prior to the time Concessionaire is entitled to commence any part of the project, work or services under this Agreement, Concessionaire shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements, whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Permit, and a currently valid Certificate of Insurance shall be filed and maintained with the County's Department of Risk Management during the term of this Permit.

(a) Workers' Compensation in at least the limits required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

(b) Comprehensive General Liability Insurance including, but not limited to, Contractual, Independent Contractor, Premises/ Operations, and Personal Injury liability covering the liability assumed under indemnification provisions of this Permit, with limits of liability for

personal injury and/or bodily injury, including death, of not less than \$500,000 each occurrence; and property damage of not less than \$500,000 each occurrence. (Combined Single Limits of not less than \$1,000,000 each occurrence will be acceptance unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$100,000 per coverage.

(c) Comprehensive Automobile and Truck or Commercial Vehicle liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 for bodily injury, including death, each occurrence, and property damage of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

(d) \$10,000,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of all primary coverages and limits required above, in follow form or umbrella form.

(e) Fire and Extended Coverage. Ninety percent (90%) of current replacement dollar value of all buildings, fixtures and improvements of Lessee. Proceeds from such insurance shall be paid directly to the insureds or to a trustee mutually acceptable to Lessor and Lessee to pay for the repair or replacement of any damage or loss to the buildings or improvements (including partially constructed buildings or improvements) referenced in paragraph 6 of this Lease Agreement. Said buildings and improvements shall be revalued by the insurance carrier each year during the term hereof, and the amount of insurance coverage shall be adjusted accordingly within thirty (30) days thereafter.

(f) County shall be endorsed as to the required policy or policies as an additional insured.

(g) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to County. Company shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Company from its insurer; and nothing contained herein shall absolve Company of this requirement to provide notice.

Subsection 11.02 - Indemnification and Hold Harmless

Concessionaire shall protect, indemnify, and hold the County and its officers, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorneys fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement. This indemnification shall include the use and occupancy of the Premises and/or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur,

unless such injury, death or damage is caused by the sole negligence of the County. The County shall give to Concessionaire reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

The Concessionaire agrees to defend, at his own cost, and to protect, indemnify, and otherwise hold harmless, the County and its officers, agents, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of this Agreement and/or arising out of construction, repair, or maintenance work hereunder, or operation of the concession under this Agreement (including but not restricted to attachments, liens and/or levies, and whether or not the claim is meritorious) made, filed and/or asserted by any party other than the Concessionaire against the County its

officers, agents and employees and/or the Premises or improvements thereon or part thereof, or monies owing to the County, or monies owing the Concessionaire for goods and services furnished in or from the Premises.

Notwithstanding the above indemnifications, the Concessionaire shall give the County notice of any matter covered hereby, specifically including any reported instances of food poisoning, and shall forward to the County copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby.

Subsection 11.03 - Damage and Destruction (Exclusive of Improvements to Premises)

If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the County at its own cost and expense subject to the limitations as set forth herein; provided, however, that if the damage is caused by the negligent act or omission of the Concessionaire, its sublessees, agents, or employees, the Concessionaire shall be responsible for reimbursing the County for the cost and expenses incurred in the repair.

If such damages shall be so extensive as to render all or a portion of the Premises untenable, but capable of being repaired in thirty (30) days, the Premises shall be repaired with due diligence by the County at its own cost and expense, subject to the limitations as set forth herein, and fees payable herein shall abate from the time of the damage until the time as the affected Premises are fully restored and certified by the County's engineers as ready for occupancy; provided, however, that if the damage is caused by the negligent act or omission of the Concessionaire, its sublessees, agents, or employees, the fees will not abate and the Concessionaire shall be responsible for reimbursing the County for the cost and expenses incurred in the repair.

In the event that all or a portion of the Premises are completely destroyed by fire, explosion, the elements, the public enemy or other casualty or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, the County shall be under no obligation to repair, replace, and reconstruct the affected Premises, and fees payable hereunder shall abate as of the time of the damage or destruction and shall henceforth cease until the time the affected Premises

are fully restored. If within twelve (12) months after the time of the damage or destruction the Premises shall not have been repaired or reconstructed, the Concessionaire may cancel this Agreement as regards the affected Premises as of the date of the damage or destruction.

Notwithstanding the foregoing, if all or a portion of the Premises are completely destroyed as a result of the negligent act or omission of the Concessionaire, fees shall not abate and the County may, in its discretion, require the Concessionaire to repair and reconstruct the affected Premises within twelve (12) months of the destruction and pay the costs therefor; or the County may repair and reconstruct the affected Premises within twelve (12) months of the destruction and the Concessionaire shall be responsible for reimbursing the County for the costs and expenses incurred in the repair.

The County and the Concessionaire both agree to use their best efforts to provide temporary facilities during any periods when the Premises, or any portions thereof, are unsuitable for carrying on the business contemplated herein.

It is understood that, in the application of the foregoing Subsection 11.03, the County's obligations shall be limited to repair or reconstruction of the affected Premises, where applicable, to the same extent and of equal quality as provided the Concessionaire prior to its initial capital investment.

Subsection 11.04 - Damage or Destruction of Leasehold Improvements

Should the leasehold improvements on the Premises, or any part of them, be destroyed or damaged, they shall in all instances be repaired or replaced by the Concessionaire whether or not the damage or destruction is covered by insurance, provided that this Agreement has not been cancelled by the Concessionaire in accordance with the terms hereof. If, after restoration of the Premises by the County, the Concessionaire fails to repair or replace the damaged improvements subject to a schedule approved by the County, and provided that this Agreement has not been cancelled by the Concessionaire, the County may make the repairs or replacement and shall thereafter be entitled to reimbursement from any insurance proceeds covering the loss. If the insurance proceeds are insufficient to cover the cost and expense of the repair or replacement, the Concessionaire shall pay the County the difference on demand.

SECTION XII PREMISES AND SERVICES ACCEPTANCE

The Concessionaire unequivocally agrees that it accepts the Premises in as is condition. The County shall not be obligated to provide any additional improvements or services of any type, character, or nature (including any utilities or telephone service) on or to the Premises during the term of this Agreement.

SECTION XIII CANCELLATION - TERMINATION

Subsection 13.01 - By the Concessionaire

This Agreement may be cancelled by the Concessionaire at any time after the happening, and during the existence, of one or more of the following events:

- A) The permanent abandonment of the Airport or the permanent removal of all certificated passenger airline service from the Airport or the Terminal Building.
- B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in a manner as substantially to restrict the Concessionaire for a period of at least ninety (90) days from operating thereon.
- C) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and remaining in force of the injunction for a period of at least ninety (90) days.
- D) The default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy the default for a period of sixty (60) days after receipt from the Concessionaire of written notice to remedy the same.
- E) Failure of the County to repair and reconstruct (or require the Concessionaire to repair and reconstruct) the Premises that are completely destroyed in accordance with the terms as set forth herein.

Subsection 13.02 - By the County

This Agreement may be canceled by the County, at any time, in the event the Concessionaire shall:

- A) Be in arrears in the payment of the whole or any part of the Concession Fee Payments, fees, and charges, including but not limited to the Reserve Requirement, due hereunder for a period of thirty (30) days, or such other time as may be provided herein, after receipt of written notice from the County of the failure, or
- B) Make a general assignment for the benefit of creditors, or
- C) Abandon the Premises or a substantial part thereof, or

- D) Subject to the provisions set forth herein, fail to repair or replace any improvements which have been destroyed by fire, explosion, etc., within sixty (60) days from the date of the damage or destruction, or
- E) Default in the performance of any of the covenants and conditions required herein to be kept and performed by the Concessionaire, including all provisions, terms covenants, warranty representations contained in the Proposal, and except for a default or breach of the covenant contained in Subsection 10.01, the default continues for a period of thirty (30) days, or such other time as may be provided herein, after receipt of written notice from the County of the default; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, the Concessionaire shall be deemed to have cured the default other than a default or breach of the covenant contained in Subsection 10.01, if the Concessionaire shall within the thirty (30) day period commence performance and thereafter diligently prosecute the same to completion.

Subsection 13.03 - Right of Entry And Payment Upon Termination

In any case in which provision is made herein for the termination or cancellation of this Agreement by the County, or in the case of abandonment of the Premises by the Concessionaire, the County, in lieu of declaring a forfeiture, may enter upon the Premises. To such end, the Concessionaire hereby irrevocably appoints the County its agent to remove any and all persons or property from the Premises and place any property in storage for the account of and at expense of the Concessionaire. All property on the Premises is hereby subjected to a contractual lien, unless specifically waived by the County, to secure payment of delinquent concession fee and other sums due and unpaid under this Agreement, any and all exemption laws being hereby expressly waived in favor of such lien; and it is agreed that such lien shall not be construed as a waiver of any statutory or other lien given or which may be given to the County but shall be in addition thereto.

Subsection 13.04 - Notice of Termination

If any of the events of default or breach enumerated herein shall occur, and after due notice the defaulting party has failed to cure or correct same, the complaining party may at any time after the expiration of the respective cure period, and if the default has not been cured, terminate this Agreement by notice in writing, the termination to be effective upon the date specified in the notice, which shall not be less than ten (10) days from mailing the notice, provided, however, termination by the County due to a breach under Subsection 10.01 shall be effective in accordance with the terms of such subsection.

SECTION XIV COLLATERALIZATION RIGHTS

Concessionaire is hereby authorized to utilize as collateral any improvements or trade fixtures it constructs or installs on the Premises, and any of its personal property used or stored on the Premises. Concessionaire may also utilize as collateral any monies to which it may be entitled to be paid from the County to the Concessionaire under the terms of this Concession Agreement. Should Concessionaire encumber any improvements or trade fixtures it constructs or installs upon the Premises, Concessionaire shall be responsible for eliminating said lien encumbrance, at the time said improvements and trade fixtures are conveyed to the County, following the expiration or sooner termination of this Concession Agreement, pursuant to Section XIII hereof. Any lender receiving any of such lien on such property shall have such lien limited to the rights of Concessionaire under this Agreement and to the amount, if any, due to Concessionaire under Section XIII hereof. Any purported lien beyond the terms and conditions set forth herein, unless otherwise consented to in writing by the County, shall be null and void and of no force and effect.

SECTION XV HOLDOVER

Any holding over by the Concessionaire of the Premises after the expiration or other termination of this Agreement shall operate and be construed as a tenancy at sufferance with the Concession Fees provided herein prorated by the day.

SECTION XVI REDELIVERY OF PREMISES

The Concessionaire shall, upon termination of this Agreement, quit and deliver up the Premises to the County peaceably, quietly, and in as good order and condition as the same may be hereafter improved by the Concessionaire or the County, reasonable use and wear thereof excepted. In addition to lien provided by Subsection 13.03 hereof or any other statutory or other lien given by law, the County shall have a contractual lien on all property of the Concessionaire on the Premises as security for non-payment of the Concession Fee.

SECTION XVII ASSIGNMENT AND SUBLEASE

Except as explicitly set forth herein, or in the Proposal, the Concessionaire shall not assign, sublet, sell, convey, transfer, mortgage, or pledge this Agreement or any part thereof without the prior written consent of the County, which consent will not be unreasonably withheld. Any restrictions which form a part of any written consent granted shall be deemed part of this Agreement.

The Concessionaire shall not use, or permit any person to use, the Premises, improvements thereon, or any portion thereof, except for the purposes set forth herein.

In the event Concessionaire merges, consolidates, acquires, affiliates, or associates with any other person, company, corporation or other entity, or in any manner whatsoever either is bought out or buys out another person, company, corporation or other entity, and such merger, consolidation, affiliation or association results in a change of control or management of the operations authorized herein, such merger, consolidation, affiliation, or association shall be considered as an assignment of this Agreement by the Concessionaire requiring the prior written approval of the County. Sale, purchase or transfer of stock by or of Concessionaire or sale, purchase or transfer of property or assets by or of Concessionaire shall not be deemed to be an assignment of this Agreement in whole or in part unless said sale, purchase or transfer of stock, or sale purchase or transfer of property by or of Concessionaire shall constitute fifty one percent (51%) of the stock or assets of Concessionaire or of the stock or assets of such company, corporation, person or other entity bought, sold, merged, consolidated, acquired, affiliated, or associated with Concessionaire.

SECTION XVIII REPRESENTATIVES OF THE COUNTY

The Concessionaire agrees that the County has designated the Airport Director to act on its behalf as its representative. If any dispute arises between the Concessionaire and the Airport Director which is not satisfactorily and timely resolved, the matter shall be presented to the Board of County Commissioners for final resolution in accordance with Airport Rules and Regulations 77-5 as amended.

SECTION XIX TAXES AND LICENSES

The Concessionaire shall pay all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon the Concessionaire's rights to use the Premises. The Concessionaire shall pay any and all sales taxes on its occupancy or use of the Premises whether the taxes are assessed against the Concessionaire or the County. The Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. The concessionaire must maintain a 4COP Florida Liquor license. The County shall assist the Concessionaire, where necessary, in obtaining the permits. The cancellation, suspension or revocation of any of the Concessionaire's licenses or permits shall be a material breach of this Agreement.

SECTION XX
COUNTY' S RIGHT OF TRANSFER

The County reserves the right to transfer its interest and obligation herein to any other entity authorized by law to operate the Airport.

SECTION XXI
NOTICES

Any notices required to be given herein shall be deemed to have been sufficiently given to either party for all purposes if mailed by certified mail, postage prepaid, addressed as follows, and shall be deemed effective upon receipt:

To the County:

Board of County Commissioners of Pinellas County
c/o Airport Directors Office
Terminal Building, Suite 221
St. Petersburg-Clearwater International Airport
Clearwater, FL 33762

and

Real Estate Management Division
c/o Real Estate Manager
201 Rogers Street
Clearwater, FL 33756

To the Concessionaire:

Jerry's of Tampa Bay, Inc.
1500 North Mango Road - Suite 19
West Palm Beach, FL 33409.

SECTION XXII

AGENT FOR SERVICE OR PROCESS

It is expressly agreed and understood that if the Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of the State of Florida, or is a foreign corporation, then in any such event the Concessionaire does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and the County arising out of or based upon this Agreement and the service shall be made as provided by laws of the State of Florida for service upon a nonresident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of process is not possible, and as an alternative method of service, the Concessionaire may be personally served out of this State, by the registered or certified mailing of the complaint to the Concessionaire at the address set out in this Agreement and that the service shall constitute valid service upon the Concessionaire. It is further expressly agreed that the Concessionaire is amenable to and hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

SECTION XXIII RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, the Concessionaire agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain the funds; provided, however, that in no event will the Concessionaire be required, pursuant to this paragraph, to agree to an increase in the concession fee provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which the Concessionaire has put the Premises, or to a reduction in the size of the Premises.

SECTION XXIV AIRCRAFT NOISE AND OVERFLIGHT

The Concessionaire recognizes that the Premises are located on an active airport, and, as such, are subject to aircraft noise, vibration, exhaust, and overflight. The Concessionaire acknowledges that it has familiarized itself with the overflight, noise, vibration, and exhaust characteristics of the Premises, and acknowledges that it realizes that such overflight, noise, vibration, and exhaust may change during the term of this Agreement. The Concessionaire hereby releases the County, the Federal Aviation Administration, the airlines operating at the Airport, and their respective officers, employees and agents, from any and all claims, demands, suits or causes of action for damages or injunctive relief arising out of, or in any way associated with, aircraft noise, vibration, and exhaust at, or aircraft overflight of, the Premises, it being understood that the

release was a material inducement of the County's decision to lease the Premises to the Concessionaire.

SECTION XXV RIGHTS-OF-WAY, EXCLUSIONS AND LIMITATIONS

Subject to preserving the Concessionaire's rights under this Agreement, rights-of-way and/or other space over, under, or on the Premises necessary for heating, ventilation, air conditioning, utilities, and other reasonable building services are excluded from the Premises. In its use of such rights-of-way, the County shall use its reasonable best efforts to minimize interference with the Concessionaire's business.

SECTION XXVI SECURITY REGULATION

The Concessionaire acknowledges that the St. Petersburg-Clearwater International Airport Security Plan imposes specific responsibilities and obligations upon concessionaire pursuant to FAR Part 107 and that, during the Term of this Agreement, the County, the FAA, or other governmental agencies may impose security regulations applicable to the Airport which may change the manner in which the flow of persons and materials in and around the Premises takes place. The County hereby agrees that it will use its reasonable best efforts to insure that those changes have minimal effects on the Concessionaire's business, and will, if in its sole discretion warranted, renegotiate applicable changes in the concession fees and charges to be paid by the Concessionaire. The Concessionaire hereby agrees that it will make no claim of constructive eviction, or similar theory, or make any monetary or other demand of the County.

SECTION XXVII GENERAL PROVISIONS

Subsection 27.01 - Mineral Rights

It is agreed and understood that all water, gas, oil and mineral rights in and under the soil are expressly reserved by the County.

Subsection 27.02 - No Waiver of Forfeiture

Any failure or neglect of the County or the Concessionaire at any time to declare a forfeiture of this Agreement for any breach or default whatsoever hereunder shall not be taken or considered as a waiver of the right thereafter to declare a forfeiture for like or other or succeeding breach or default.

Subsection 27.03 - Force Majeure

Neither the County nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these provisions shall not apply to failures by the Concessionaire to pay the concession fees and fees herein specified.

Subsection 27.04 - Quiet Enjoyment

The County covenants that it has good right and lawful authority to execute this Agreement, that at the commencement of the Term hereof, the County shall have good title to all lands and improvements constituting the Airport and the Premises and that throughout the term hereof, the Concessionaire shall have, hold, and enjoy peaceful and uninterrupted possession of all of the Premises and the County's rights therein are hereby leased and granted, except as provided herein; subject always to Concession Fees Payments and other charges and the performance of the covenants herein provided to be paid and performed by the Concessionaire.

Subsection 27.05 - Rules and Regulations

The County has adopted Airport Ordinances and Rules and Regulations 77-5 as amended, applicable to all operators at Airport, and may adopt and enforce rules and regulations which Concessionaire agrees to observe and obey with respect to the use of the Premises and the Airport, and the health, safety and welfare of those using the same; provided that the rules and regulations shall be consistent with safety and with rules, regulations, and orders of the FAA with respect to aircraft operations at the Airport.

Subsection 27.06 - Headings

The titles and headings contained in this Agreement and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this Agreement.

Subsection 27.07 - Venue

Venue of any action brought under this Agreement shall lie in Pinellas County, Florida, exclusively, and any action shall be maintained in such county.

Subsection 27.08 - Successors and Assigns

Subject to the limitations upon assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and

assigns.

Subsection 27.09 - No Third Party Benefit

No provision contained in or incorporated by this Agreement shall create or give to third parties any claim, or right of action, against the County, or the Concessionaire, beyond that which may legally exist in the absence of any such provision.

Subsection 27.10 - FAA Grant Agreements

The leased Premises are subject to the terms of those certain Sponsor's Assurances made to guarantee the public use of the Airport pursuant to Grant Agreements between the County and the United States of America, and County represents that none of the provisions of this Agreement violates any of the provisions of the Sponsors's Assurance Agreement.

Subsection 27.11 - Nonexclusive Rights

It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Subsection 27.12 - Right to Develop the Airport

It is further covenanted and agreed that the County reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Concessionaire and without interference or hindrance.

Subsection 27.13 - Public Entity Crimes

The County directs the Concessionaire to Section 287.133 (3) (a), Florida Statutes on Public Entity Crimes, Concessionaire's obligations to comply with that law.

Subsection 27.14 - Fiscal Funding

In the event that funds are not appropriated by the County in any succeeding fiscal year for purposes described herein, then this Concession Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, or Concessionaire may elect to assume all of County's financial obligations under this Agreement until such time as funds may be budgeted and appropriated in later years during the Concession Agreement term.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Concession Agreement with Renewal Option to be executed on the day and year first above written.

ATTEST:

KARLEEN F. De BLAKER, CLERK

By: 

Deputy Clerk

(Seal)

PINELLAS COUNTY, FLORIDA, by
and through its Board of
County Commissioners

By: 

Chairman

ATTEST:

CONCESSIONAIRE:

JERRY'S OF TAMPA BAY, INC.

By: _____

Secretary

By: 

President

(Corporate Seal)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: 

Sr. Assistant County Attorney

By: 

Airport Director

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Palm Beach

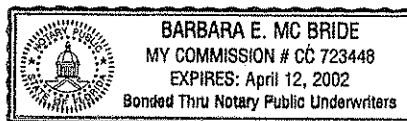
Before me, personally appeared, GS Pendergast and _____ to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named corporation, and severally acknowledged to and before me that he executed such instrument as such President and Secretary, respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

Witness my hand and seal this 5th day of Dec 2000.

Ble E Maß

Notary Public Barbara E. McBride

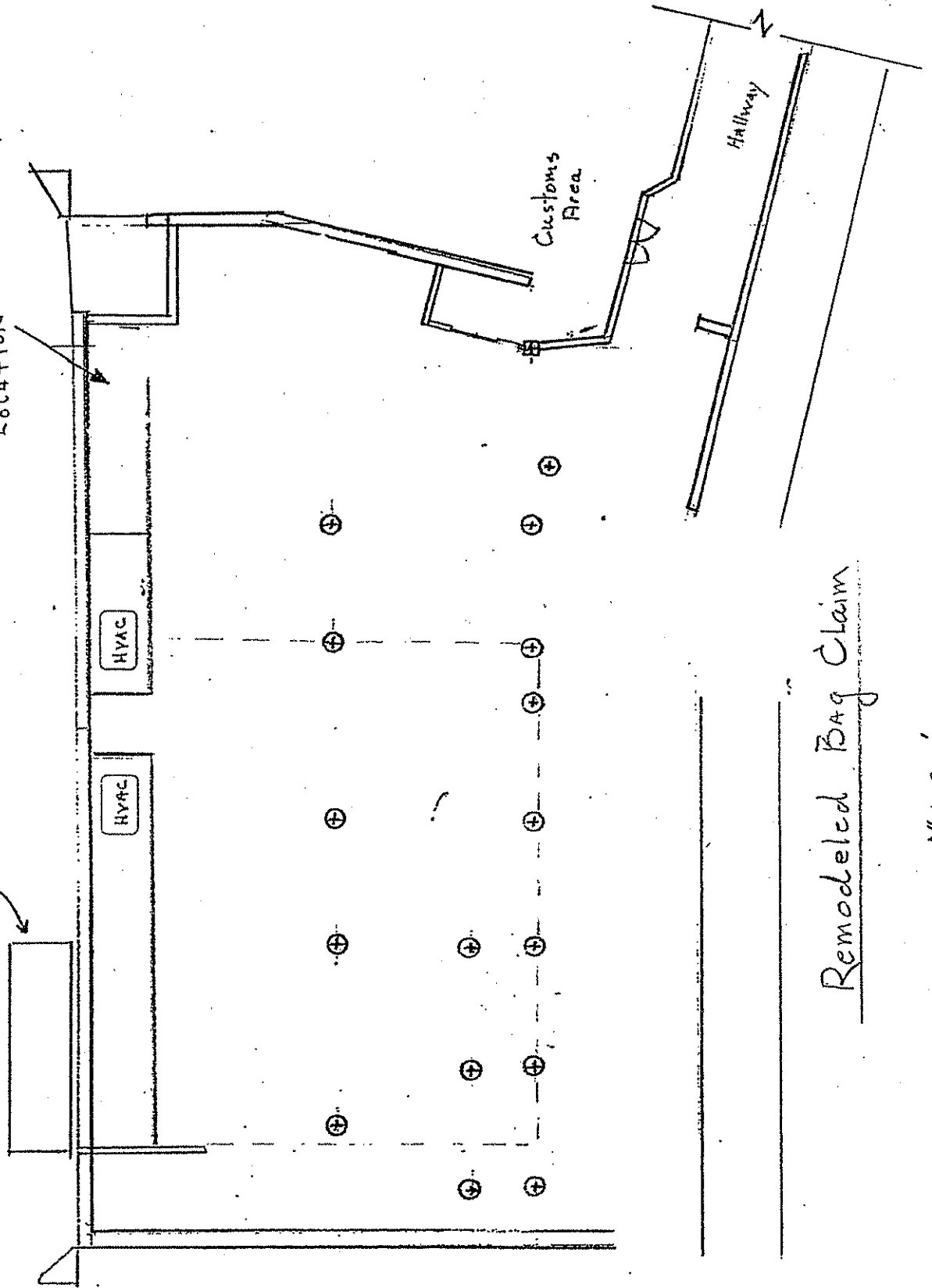
MY COMMISSION EXPIRES:





Dry Storage Location

Refrigeration Location



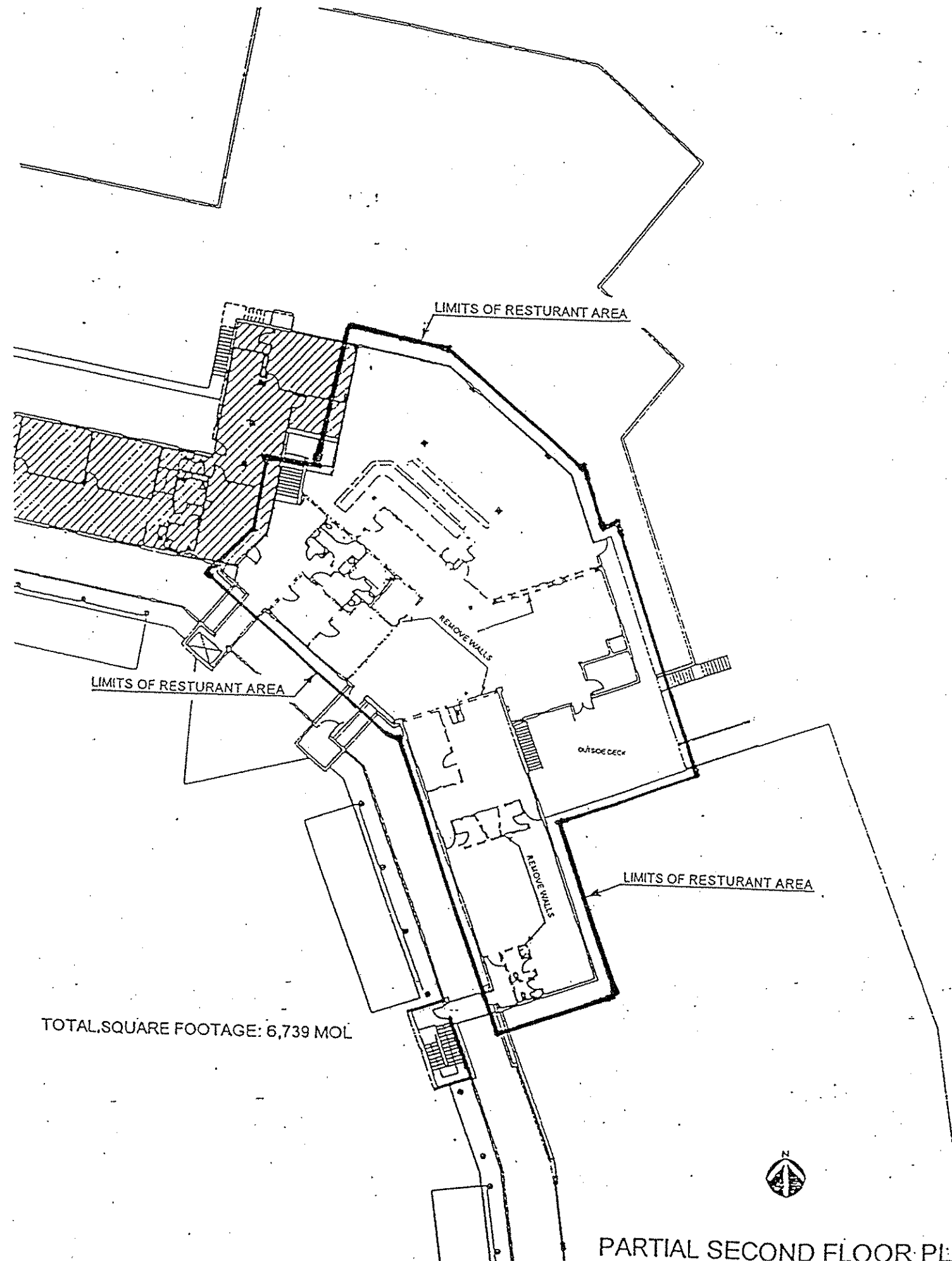
Remodeled Bag Claim

1" = 20'

Maintenance Responsibilities

Key: T= Terminal Building Concession Areas 210-216; K= FIRST FLOOR Terminal kiosks.

<u>Item</u>	<u>Concessionaire</u>	<u>Airport/County</u>
Air Conditioning & Heating		
HVAC Units		T, K
HVAC Ducts & Fixtures		T, K
Plumbing		
Water Supply	T	
Fixture Maintenance	T	
Drains	T	
Grease Trap (1500 Gal.)	T	
Grease Trap shall be maintained in accordance with Health Department standards.		
Public Bathrooms (Second Floor)		T
Electrical		
Relamping & Ballasts	T	K
Ceiling Fixtures	T	K
Receptacles	T	K
Supply (400 Amp)		T
SIDA System Components		T
Janitorial		
Window Washing - Interior	T	
Window Washing - Exterior		T
Refuse Removal	T, K	
Interior Walls & Ceilings	T	K
Floors	T	K
Wall coverings, Finish Trim &		
Painting - Interior	T	K
Signage	T, K	
Public Address System		T, K
Restaurant Equipment & Fixtures	T, K	



TOTAL SQUARE FOOTAGE: 6,739 MOL

PARTIAL SECOND FLOOR PLAN

Exhibit H

Passenger Forecasts

Enplaning and Deplaning

St. Petersburg-Clearwater International Airport

<u>Actual</u>	<u>Enplaning</u>	<u>Deplaning</u>	<u>Totals</u>
2000	368,709	366,231	734,940
2001	319,416	317,865	637,281
2002	312,256	311,703	623,959
2003	494,687	503,074	997,761
2004	667,767	665,302	1,333,069
2005	299,017	297,493	596,510
2006	195,953	194,044	389,997
<u>Forecast</u>			
2007	350,000	350,000	700,000
2008	425,000	425,000	850,000
2009	500,000	500,000	1,000,000
2010	517,500	517,500	1,035,000
2011	535,000	535,000	1,070,000
2012	550,000	550,000	1,100,000

**PINELLAS COUNTY PURCHASING
PRE-PROPOSAL SIGN IN SHEET**

CONTRACT# 067-0660-IP	CONTRACT TITLE: Services, Food & Beverage Concession- St. Petersburg/Clearwater International Airport Terminal	LOCATION(S) OF MEETING: 14700 Terminal Drive, CLW, FL (room 234)
DATE & TIME: Sept. 17, 2007 @ 1:00 pm	PURCHASING STAFF: Tim Shoby CPPO/CPPB, Operations Manager	Phone # : (727) 464-4271, email address: tshoby@co.pinellas.fl.us

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX# EMAIL ADDRESS
1.	BOB COYNE POF/CHS	801 W SR 436 #2225 ALTA MONTESA, FL 32750	407-227-6019 BOB COYNE	407-869-7317 DONPEPES.COM
2.	MARSHALL CHRISTIAN MSE BRANDED FOODS	225A FORREST AVE. GAINESVILLE, GA 30501	(770) 287-0320 x22 (770) 845-3325	(770) 287-0321 mchristian@msebranded.com
3.	Kerry Quinn Airport Admin		727-453-7808	
4.	DENNIS BESS VARIETY VENDING	8300 ULMERTON RD STE 104 LARGO, FL 33771	727-588-0814 917-345-1585	
5.	JERRY FENDERCAST JERRY'S INC	PO BOX 24668 WILM BERT FL 33416		561-7958996
6.	BOB HUNTER STONE Pinellas County Airport	14700 TERMINAL BLVD SUITE 234 CLW, FL 33762	727 453-7820	RHUNTERS@CO.PINELLAS.FL.US
7.	Frank Aiello Pinellas County Airport	SAME AS ABOVE	727.453.7830	faellido@co.pinellas.fl.us
8.	Tom JEWISBURY AIRPORT (PIE)	SAME AS ABOVE	727.453-7802	jewisbury@co.pinellas.fl.us

* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending (signin.dot)

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX# EMAIL ADDRESS
9.	Noah S. Airport Director	Airport	727 453-7001	
10.	Jeff Noa Asst Director - Finance Admin	Airport	727-453-7804	
11.	Catherine Creedon Cheruss	9200 113th St Seminole Fl	727-458-2847	
12.	Amber Lundgren Elite Construction Group	2375 Navasquez Ave Safety Harbor Fl	727-773-6641	
13.				
14.				
15.				
16.				

* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending

**BOARD OF COUNTY
COMMISSIONERS**

RONNIE DUNCAN - VICE CHAIRMAN
ROBERT B. STEWART- CHAIRMAN
KENNETH T. WELCH
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL



Joseph Lauro, CPPO/CPPB
Director

September 25, 2007

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Services, Food & Beverage Concession St. Petersburg-Clearwater
International Airport Terminal

PROPOSAL NUMBER: 067-0660-IP (TS)

PROPOSAL SUBMITTAL IS DUE: October 4, 2007 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, relative to referenced Request for Proposal (RFP):

The CONTRACTOR/VENDOR must comply with County exclusive sponsorship agreement(s) for specified products (e.g. beverages, suntan lotion) that exist, now or in the future, within sixty (60) days of notice from County of the existence of the County agreement. CONTRACTOR/VENDOR will have the option to purchase under such agreement at pricing levels as stipulated in such agreements. However, CONTRACTOR/VENDOR will have the right to purchase products that comply with such agreements from any source provided that the CONTRACTOR/VENDOR abides by the exclusivity terms previously defined above.

Pepsi Bottling Group is the exclusive provider for beverages sold or distributed on County property. The exclusivity provisions apply to the following activities:

- Dispensing fountain service beverages
- Bottle and can vending of carbonated beverages, non-carbonated beverages, teas, isotonic beverages, new age beverages and bottled water
- Sampling, promotion or distribution of products in the above-mentioned categories

Proposer is advised that exceptions to any of the terms contained in the RFP or the addendum thereto must be identified in its response to the RFP. Failure to do so will bind Proposer to any and all terms therein.

Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



1. Question: Could we have **monthly** historical revenues for 2006 and 2007, broken down by location (restaurant/lounge, satellites) by category (food, alcohol, catering, vending)?

The current concessionaire has provided data from January 2004 up to and including January 2007, see attached summary "Jerry's Food, Beverage & Airline Catering Sales".
2. Question: What percentage of the 1700 sq ft of the new 2-6 gate area will have terrazzo flooring?
The new concession area in gates 2-6 will be bare concrete. Only the new bathroom area will have terrazzo flooring which is 500 square feet.
3. Question: Is the yellow highlighted area in Exhibit B diagram for the 9-12 gate area which says "existing space", the current 100 sq ft space or the 500 sq ft of space to be developed?
It will be the 500 sq. ft. area to be developed. The current 100 sq. ft. area is only a temporary area.
4. Question: Clarification- the current restaurant/lounge (5200 sq ft) will remain throughout the lease term, even after the new locations are built out?
Yes. This is the only area, pre-security and we would expect it to remain open.
5. Question: The current lease term is 10 yrs. Is that inclusive of all units regardless of when they open, or will each location have a 10 yr lease. Specifically the 800 sq ft unit which is to be built in 5-7 yrs, will it have only a 3-5 yrs lease to recover the investment?
The current lease term of 10 years is for the combination of the (3) locations as noted in the RFP. The existing concession area of 5,200 sq. ft., the new area in gates 2-6 of 1,700 sq. ft. and new area in the existing gates 9-12 of 500 sq. ft. The terms for the area of 800 sq. ft. in the future second level departure area would be subject to negotiation of the parties at that time.
6. Question: Are the hours of operation, 90 minutes before and 30 minutes after applicable to all the units or only the main restaurant/lounge?
This is applicable for the main area. However, the areas in the departure gates (post security) should also be open 90 minutes before or as soon as TSA opens the departure gates. The post security areas can be closed when the last flights commences boarding.
7. Question: What is the tentative effective start date of the lease?
The anticipated start date would be February, 2008.
8. Question: Is there any buy back clause for undepreciated investment if there is an early termination of the lease
No, there is not.
9. Question: Can we submit a proposal with exceptions or would that be a disqualification?
Yes. – Please note and list your exceptions to the RFP or the proposed lease terms. It will not result in a disqualification.

10. Question: In section 6.0 PROPOSAL REQUIREMENTS AND FORMAT, Tab 4 – Plans of Proposed Improvements to Food and Beverage Concession Space, it states that you are requesting renderings or drawings of the proposed facility, are photographs & theme boards acceptable in place of renderings?
Those would be acceptable at this time. If future presentations are requested from the top ranked firms, then renderings or drawings may be required at that time.
11. Question: Clarification-In "Section B - Special Conditions, 7. Items to be returned with proposal" lists a Proposal Deposit (if applicable), but there are no specifications about what the application may be, is a proposal deposit due with the proposal? If yes, what is the amount?
There is no proposal deposit required.
12. Question: Can you give us an estimate please (ball park) on how many annual enplanements this airline should add to PIE?
The name of the new airline is Myrtle Beach Direct Air and they have a website (www.myrtlebeachdirectair.com) listing the cities to be served. We estimate approximately 80,000 annual enplanements.
13. Question: Are both screening checkpoints open at the same time?
At times both checkpoints may be open; it depends on the flight schedule.
14. Question: Does the Airport provide the POS system for concessionaires to communicate from one area to another?
No, that is up to the concessionaire to provide their own POS, point of sale system.
15. Question: Can you provide the passenger numbers for July and August?
Yes, they are attached.
16. Question: Are electronic copies of the Terminal plans available?
The existing 2nd floor restaurant: no electronic copies are available. The proposed improvements on the first floor are available in PDF format. Please contact the Airport Engineer at (727) 453-7830 for the specific sheets requested.
17. Question: Can the concessionaire hold meetings for the public and sell food in the upstairs restaurant?
Yes, so long as it does not interfere with our passengers that wish to purchase food and beverages in the restaurant. There will not be any discounted parking for those patrons.
18. Question: Can the concessionaire install additional signage in the public areas of the terminal?
Yes, however it does require coordination and approval of the proposed signage by the Airport Director.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 as Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in blue ink that reads "Candy Mancuso".

Joseph Lauro, CPPO/CPPB

Director of Purchasing

A handwritten signature in blue ink that reads "for JL".

Jerry's Food, Beverage, & Airline Catering Sales

Detail

	<u>Vending Machines</u>	<u>Mobile Kiosks Food</u>	<u>Airline Catering</u>	<u>Restaurant</u>	<u>Lounge</u>	<u>Mobile Kiosks Bar</u>	<u>Totals</u>	<u>Enplaned Passengers</u>
<u>2004</u>								
January	\$3,287	\$21,999	\$6,562	\$69,405	\$21,664	\$5,754	\$128,671	52,141
February	\$4,389	\$20,773	\$0	\$83,952	\$25,722	\$5,923	\$140,759	59,616
March	\$5,620	\$35,142	\$5,000	\$88,710	\$28,329	\$9,408	\$172,209	76,551
April	\$5,544	\$24,176	\$3,570	\$79,517	\$24,028	\$6,469	\$143,304	73,465
May	\$4,340	\$24,898	\$2,198	\$56,570	\$23,373	\$7,488	\$118,867	55,498
June	\$5,034	\$23,292	\$3,226	\$62,675	\$21,483	\$5,169	\$120,879	58,065
July	\$5,778	\$33,226	\$1,924	\$70,586	\$23,228	\$7,954	\$142,696	67,524
August	\$4,117	\$20,181	\$1,173	\$59,214	\$19,831	\$4,393	\$108,909	57,822
September	\$2,330	\$16,389	\$1,136	\$41,310	\$15,028	\$5,093	\$81,286	37,835
October	\$2,979	\$16,697	\$1,671	\$46,714	\$18,907	\$3,465	\$90,433	44,520
November	\$2,666	\$23,085	\$442	\$51,730	\$16,589	\$5,228	\$99,740	44,517
December	<u>\$3,066</u>	<u>\$18,685</u>	<u>\$934</u>	<u>\$54,669</u>	<u>\$6,370</u>	<u>\$17,024</u>	<u>\$100,748</u>	<u>40,213</u>
	\$49,150	\$278,543	\$27,836	\$765,052	\$244,552	\$83,368	\$1,448,501	667,767
<u>2005</u>								
January	\$2,050	\$15,857	\$4,213	\$43,957	\$13,528	\$5,067	\$84,672	34,289
February	\$2,673	\$16,371	\$1,577	\$42,835	\$13,324	\$4,893	\$81,673	37,988
March	\$3,036	\$29,525	\$1,094	\$59,619	\$15,707	\$8,913	\$117,894	53,149
April	\$1,582	\$16,569	\$765	\$34,068	\$9,216	\$4,905	\$67,105	34,475
May	<u>\$937</u>	<u>\$10,596</u>	<u>\$0</u>	<u>\$20,386</u>	<u>\$8,379</u>	<u>\$4,372</u>	<u>\$44,670</u>	<u>23,019</u>
	10,278	88,918	7,649	200,865	60,154	28,150	396,014	182,920
<u>2006</u>								
March	\$1,014	\$7,063	\$914	\$23,647	\$2,186	\$5,514	\$40,339	23,264
April	\$1,526	\$7,982	\$1,386	\$33,684	\$2,723	\$9,764	\$57,065	20,961
May	\$1,703	\$7,249	\$1,047	\$30,451	\$2,246	\$7,235	\$49,932	17,598
June	<u>\$1,193</u>	<u>\$5,711</u>	<u>\$1,633</u>	<u>\$21,343</u>	<u>\$2,083</u>	<u>\$7,073</u>	<u>\$39,036</u>	<u>13,416</u>
	\$5,437	\$28,006	\$4,980	\$109,125	\$9,238	\$29,586	\$186,372	75,239
<u>2007</u>								
January	\$4,744	\$12,130	\$13,318	\$38,789	\$3,944	\$10,223	\$83,148	26,814

No further submittals from Jerry's

Passenger Data - July/August 2007

	<u>July Enplaned</u>	<u>July Deplaned</u>	<u>July 2007 Totals</u>	<u>July 2006 Totals</u>	<u>Change</u>
Domestic	37,891	37,828	75,719	27,480	176%
International	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,021</u>	N/A
Totals	37,891	37,828	75,719	29,501	157%
	<u>August Enplaned</u>	<u>August Deplaned</u>	<u>August 2007 Totals</u>	<u>August 2006 Totals</u>	<u>Change</u>
Domestic	31,188	29,946	61,134	24,367	151%
International	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,541</u>	N/A
Totals	31,188	29,946	61,134	25,908	136%

St. Petersburg-Clearwater International Airport
August 2007 Passenger Traffic

	Passengers Enplanements	Passengers Deplanements	Monthly Totals Aug-07	Monthly Totals Aug-06	Totals Year to Date 2007	Totals Year to Date 2006
Domestic						
Allegiant Air	15,782	15,265	31,047	0	260,964	0
Hooters	0	0	0	0	0	7,722
Planet Airways/Other	0	0	0	0	0	0
SunKing	120	120	240	0	1,065	748
Pace & Ryan	118	120	238	0	238	0
Sky Value - TEM Enterprises d/b/a Xtra Airways	0	0	0	0	5,986	0
Sun Country	0	0	0	0	25,063	0
USA3000	<u>15,168</u>	<u>14,441</u>	<u>29,609</u>	<u>24,367</u>	<u>208,577</u>	<u>212,915</u>
Sub-Total	31,188	29,946	61,134	24,367	501,893	221,385
International						
CanJet	0	0	0	0	9,214	10,730
Laker Air	0	0	0	0	0	0
Pace/Players/Air Solutions	0	0	0	46	412	1,265
SunWing	0	0	0	0	11,554	0
Sky Service	0	0	0	1,495	0	32,809
Kelowna	0	0	0	0	0	0
JetsGo	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Sub-Total	0	0	0	1,541	21,180	44,804
Grand Total	31,188	29,946	61,134	25,908	523,073	266,189

St. Petersburg-Clearwater International Airport
Summary of Passenger Traffic

	2007 Monthly Passengers Enplanements	2007 Monthly Passengers Deplanements	Totals 2007	Totals 2006	% Change 07 vs 06
Domestic					
January	25,798	26,246	52,044	26,884	94%
February	26,301	28,763	55,064	26,319	109%
March	36,022	37,883	73,905	34,529	114%
April	34,395	28,994	63,389	30,054	111%
May	28,926	26,681	55,607	26,494	110%
June	32,100	32,931	65,031	25,258	157%
July	37,891	37,828	75,719	27,480	176%
August	<u>31,188</u>	<u>29,946</u>	<u>61,134</u>	<u>24,367</u>	151%
Totals	252,621	249,272	501,893	221,385	127%
International					
January	1,016	1,134	2,150	5,483	-61%
February	1,920	2,040	3,960	8,170	-52%
March	3,128	3,241	6,369	11,684	-45%
April	2,664	2,583	5,247	9,544	-45%
May	2,083	1,315	3,398	5,361	-37%
June	28	28	56	1,000	-94%
July	0	0	0	2,021	-100%
August	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,541</u>	-100%
Totals	10,839	10,341	21,180	44,804	-53%
Grand Total					
January	26,814	27,380	54,194	32,367	67%
February	28,221	30,803	59,024	34,489	71%
March	39,150	41,124	80,274	46,213	74%
April	37,059	31,577	68,636	39,598	73%
May	31,009	27,996	59,005	31,855	85%
June	32,128	32,959	65,087	26,258	148%
July	37,891	37,828	75,719	29,501	157%
August	<u>31,188</u>	<u>29,946</u>	<u>61,134</u>	<u>25,908</u>	136%
Totals	263,460	259,613	523,073	266,189	97%

St. Petersburg-Clearwater International Airport

Total Passengers 2000 through 2007 (August)

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
January	67,544	69,764	47,142	61,237	101,548	69,673	32,367	54,194
February	81,440	73,449	57,649	76,626	122,721	80,269	34,489	59,024
March	101,356	91,436	74,524	108,144	155,253	108,738	46,213	80,274
April	88,465	79,373	72,385	93,895	140,698	61,737	39,598	68,636
May	55,276	57,705	50,294	71,124	106,443	43,211	31,855	59,005
June	43,646	38,965	46,265	74,194	117,895	38,987	26,258	65,087
July	44,950	41,854	49,018	84,427	137,466	41,849	29,501	75,719
August	39,071	41,837	47,506	83,949	113,881	35,784	25,908	61,134
September	34,462	27,668	34,390	57,837	73,238	24,513	17,508	
October	44,140	35,774	37,442	83,301	92,744	25,945	24,280	
November	67,106	37,005	49,899	94,866	88,883	33,831	31,076	
December	<u>67,484</u>	<u>42,480</u>	<u>57,445</u>	<u>108,161</u>	<u>82,299</u>	<u>31,973</u>	<u>50,944</u>	
	734,940	637,310	623,959	997,761	1,333,069	596,510	389,997	523,073

**BOARD OF COUNTY
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Joseph Lauro, CPPO/CPPB
Director

September 26, 2007

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Services, Food & Beverage Concession St. Petersburg-Clearwater
International Airport Terminal

PROPOSAL NUMBER: 067-0660-IP (TS)

PROPOSAL SUBMITTAL IS DUE: October 16, 2007 @ 3:00 PM

ADDENDUM NO. 2

Following is additional information, relative to referenced Request for Proposal (RFP):

The proposal due date has changed from October 4, 2007 @ 3:00 pm to October 16, 2007 @ 3:00 pm.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 as Addendum No. 2 and return with completed bid package.

Sincerely,

Candy Mancuso for JL
Joseph Lauro, CPPO/CPPB
Director of Purchasing