



**Request for Proposals
Advertising Concession
Bangor International Airport (BGR)
Proposal No.: P16-022**

**Purchasing Department
73 Harlow Street
Bangor, Maine 04401
207-992-4282**

Issue Date: January 19, 2016

I. Introduction

The City of Bangor is requesting competitive proposals from qualified firms to plan, develop, operate and manage the advertising concession at Bangor International Airport (BGR). Each interested party ("Respondent") shall submit a proposal that details their qualifications and experience in advertising with an emphasis on operating and maintaining a comprehensive airport advertising campaign.

The City desires to update and enhance the advertising environment at BGR to create an effective marketing environment by incorporating new and emerging digital and interactive advertising. An investment from the Respondent to upgrade the current advertising medium is required as part of this RFP.

Interested Respondents must be willing and able to enter into a three-year term agreement with two provisional renewal options of one year each. The City is seeking a minimum annual guarantee fee (MAG) with percentage shares of gross revenue derived from the sale of advertising at BGR. Proposed MAG must be at least thirty percent (30%) of gross advertising sales or \$18,000 MAG whichever is greater.

This RFP is designed to provide interested Respondents with sufficient information to prepare a proposal that will meet the minimum requirements of this RFP. It is not intended to limit or exclude content or data deemed relevant or essential by the Respondent. Respondents are encouraged to expand upon the specifications in this RFP to evidence their service capability.

II. Submission

To be considered, submit completed Proposal Forms, required additional information and any other information the Respondent deems important in an envelope **clearly** marked **"Proposal No.: P16-022: Airport Advertising Concession-BGR"** by **2:00 PM, Wednesday, February 24, 2016** to City of Bangor, Purchasing Department, 73 Harlow Street, Bangor, Maine 04401.

Please submit one (1) electronic copy of the proposal in Microsoft Word or pdf format (either DVD, flash drive or email), and f08r (4) hard copies.

A tabulation of all proposals received will be available within 24 hours of opening. Results may be viewed by visiting the City's website at www.bangormaine.gov/bidtabs.

III. General Information

General information is available on the City's website at the following web address: www.bangormaine.gov/proposals. By submitting a response to this solicitation, the bidder accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in the City's "General Information for Vendors".

IV. Questions

Any questions must be directed in writing to bids@bangormaine.gov no later than 4:30 p.m., **Monday, February 1, 2015**.

The City will issue a response to any questions or inquiries submitted in writing by the date above, on or before 4:30 PM, **Monday, February 8, 2016**. The response will be in the form of an addendum, which will be available on the City's website.

V. General Airport Background Information

BGR is located within the City of Bangor, Maine. BGR is comprised of approximately 1,800 acres and is owned and operated by The City of Bangor. The City of Bangor is the governing authority. The Airport Manager is responsible for the general business activities of the airport. The annual airport budget is an Enterprise Fund that is supported through airport user fees, rents, parking fees, and ground leases.

BGR is a non-hub regional airport with airline passenger service and an active general aviation community. There are 11 to 14 daily roundtrip flights from Bangor to Chicago, Detroit, Orlando/Sanford, Philadelphia, Tampa/St. Petersburg, and Washington, D.C. operated by Allegiant, American, Delta, and United depending upon the season.

BGR is strategically located with respect to the regional geographic area it serves for scheduled air service and globally for aviation technical stops for corporate general aviation, charter, and cargo flights. BGR is capable of supporting growth in air travel, has good regional access, and offers superior development opportunities. The following table represents total operations at BGR:

Flight Operations

<u>Year</u>	<u>Total Operations</u>
Partial Year 2015 (Thru Nov)	38,250
2014	41,100
2013	41,421
2012	44,395

Passenger Count

The following statistical data for passenger traffic at BGR shows steady yearly increases from 2011:

<u>Year</u>	<u>Total Passengers</u>
2015	477,244
2014	489,977
2013	487,775
2012	460,268
2011	429,268

Airport Terminal Building

The 82,000 square foot domestic terminal building is located at 287 Godfrey Boulevard on the east side of the airport. The terminal building contains a multi-lane airline passenger check-in area, four rental car operators, luggage carousel, several automated airlines passenger kiosks, a passenger hold area pre-security, seven (7) post-security passenger hold areas, several vending machines, a full-service pre-security pub and grill, a pre-security full-service café, a small post-security café and two pre-security retail stores. The domestic terminal is currently undergoing a \$14 million remodel to improve passenger flow and install a new in-line baggage handling system. This project is scheduled to be completed in the spring of 2016.

VI. Goals and Objectives

Respondents are expected to meet or exceed the following goals and objectives of this RFP:

- Develop an aesthetically appealing advertising program that is creative and unique; consistent with and complementary to the building architecture and current themes reflective of the Bangor region and Maine.
- Build a program to retain and attract airport advertisers through a combination of creative traditional and creative nontraditional techniques.
- Promote BGR's overall advertising program in a manner that is professional and pleasing to the traveling customers of the airport. Respondent should have experience designing and installing advertising compliant with the Americans with Disabilities Act.

- Seek regional advertising in the Bangor region, including Bar Harbor, Camden, Rockport, the Maine Highlands and DownEast & Acadia tourism regions to achieve a 40% representation of local businesses in all advertising displays.
- Provide opportunities for short-term promotional and special event advertising. Retain traditional airport advertisers while attracting new clients.
- Negotiate and prepare written contracts with advertisers. Develop a standard advertising contract to be used which shall be subject to review and approval by BGR. The Respondent will be responsible for soliciting and securing appropriate and willing advertisers for the advertising concession program. BGR shall have the right to approve or deny advertisers and advertising, including advertising design and content, in its sole and absolute discretion.
- Report to BGR all marketing activities and revenues in a required format to be determined and as will be amended from time to time.
- Monitor and replace expired advertising with interim promotional advertising, as needed.
- Clean, repair, and maintain advertising displays and related equipment in a quality condition at all times.
- Display advertising in designated areas labeled "Assigned Areas" in Attachment B to this RFP. These Assigned Areas are subject to reduction, expansion and relocation as determined by BGR, in its sole judgment.
- Finance all costs associated with the purchase, construction, installation, operation, and maintenance of advertising, advertising materials and advertising displays, including any existing advertising displays located in the terminal area as of the commencement date of the Agreement.
- Perform all other management duties required to maintain and operate a superior advertising program while maximizing revenue production for BGR.

VII. ADVERTISING DISPLAY GUIDELINES

- All advertising displays and fixtures shall be new, attractive, functional, and of high quality. However, at the Airport's sole discretion and approval, the Respondent may be authorized to use and install previously constructed displays.
- All advertising designs shall be compatible with the architectural scheme, terminal décor, and finishes in the surrounding area.
- All advertising designs and placement shall not compromise the essential information and wayfinding signage throughout the terminal facility.

- If brochures and/or literature racks are installed, the racks shall be attractive and integrated into the advertising displays and maintained.
- All displays shall comply with the American Disabilities Act (ADA) requirements.
- The Airport reserves the right to review and approve all designs, material, and placement of all displays and fixtures, and all advertising materials prior to the installation of the displays. All approvals shall be received prior to any work being performed.
- The successful Respondent is responsible for installation of electrical power and other utilities necessary to the extent they are not already available at the advertising locations.
- The Respondent shall bear any and all expenses associated with the extension of electric, data and other utility service from existing termination points or installations to the Premises. Respondent may utilize current electrical outlets for its services with no warranties, promises nor liability as to the aptness of Respondent's requirements. Plans and specifications for the installation or extension of wire, cables, equipment and the like associated with data, telephone and other utility service shall be submitted to the Airport Manager and are subject to the Airport Manager's approval prior to the commencement of work thereon. Permits required by law shall be obtained prior to performing work.
- All displays must be kept clean, safe, and in good state of repair at all times.
- The successful Respondent shall adhere to all rules and regulations of the Airport, particularly with respect to safety and security matters.
- Construction activities may occur during the term of the agreement. The Respondent shall participate in the project for awareness planning purposes regarding the removal, relocation, and/or installation of advertising media during phases of construction.
- All proposed and approved displays shall be installed at the successful Respondent's expense within ninety (90) days from contract award. The installation expense shall include all fixtures, equipment, cabinetry, decorations, special lighting and all other items necessary to the concession. Delay in the installation of the proposed displays causes hardship to the Airport, inconvenience to the passengers, and loss of revenue to the Airport. Liquidated damages may be paid in lieu of actual damages and loss to the Airport caused by delays in the installation at 50% of the estimated daily rate of each effected display for each day of delay beyond the 90 day unless the delay is with the prior written approval of the Airport. Delay is excusable if it is caused by force majeure.

VIII. Equipment Investment by Respondent

An investment, by the Respondent within the first two (2) years of the Agreement, is required to upgrade advertising displays by replacing (at a minimum) one-half of the current displays to new digital displays with state-of-the-art technology and displays within that are compatible with any décor within the terminal. The remaining one-half of the displays must be updated by the end of the 3rd year of the contract. Respondent and Airport will agree as to the style and placement of new displays. Respondent shall refurbish/replace remaining displays as

needed to ensure displays are aesthetically pleasing and create an enjoyable environment to the traveling public.

IX. Exclusivity and Exception

The Airport intends to award an exclusive right to sell advertising in the Assigned Areas to the selected Respondent. An exception will be maintained with the Greater Bangor Convention and Visitors Bureau (GBCVB) which has a visitor information kiosk located at the Airport. The GBCVB shall be allowed to display member brochures, guidebooks, and regional materials for visitor information purposes. Video displays shall be allowed of a general nature to promote the area and to promote non-profit events and festivals. The GBCVB shall not be allowed to display any of its materials outside of the designated kiosk without the express permissions of the Airport.

X. Proposal Content

Proposals are to be presented in a clear and concise manner. Respondents shall ensure that all information required herein be submitted with the proposal. Additional useful information is appreciated and should be included in the proposal, however, the City reserves the right to negotiate any portion of the proposal determined to be unclear or to inappropriately address the needs of the City of Bangor. All proposals shall remain firm for sixty (60) calendar days after receipt of the proposals.

Firms interested in being considered for this work should submit the following:

- **Cover Letter:** A one page cover letter, that at a minimum provides contact name, phone number and email address, a statement that the statements contained within the response are true and correct, a statement that the Respondent has not, directly or indirectly, colluded with any other Respondent in any manner and that is signed by an individual with the authority to bind the Respondent.
- **Organizational Information:** Provide specific information concerning the Respondent in this section, including the legal name, address and telephone number and the type of entity (sole proprietorship, partnership, limited liability company or corporation). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the Airport must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
- **Qualifications and Experience:** Proponent shall demonstrate financial responsibility and sufficient resources to finance, develop, and operate the advertising display program as proposed herein. Proponent or any of its constituent partners or joint ventures must supply the most recent two (2) years' audited financial statements inclusive of balance sheets and income statements as prepared by an independent

certified public accountant. If proponent is a subsidiary of a parent company, parent companies or other business entity, or if any assets are pledged to another company, other companies or any other business entity, proponent must furnish such financial statements for all such related companies and business entities. Respondent shall submit all financial statements in a separate envelope marked "Confidential – Financial Statements – Not Subject to Public Disclosure" and an additional label with the name and address to whom the financial statements will be returned to upon award of the RFP.

Respondent shall provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably with an airport or a public entity. Examples of completed projects, as current as possible, should be submitted, as appropriate.

- **History of the Company:** Note year organized; growth in sales, employees, and locations managed since inception; description of continuity in ownership and/or management.
- **Project Approach and Work Schedule:** Provide a description of the methodology developed to perform all required services, including all personnel assigned to fulfill the agreement and identify company hierarchy responsible for the personnel assigned. List the manufacturer and item number of the proposed replacement displays and a tentative schedule for installation. Specify the extent of when BGR personnel involvement will be deemed necessary, including key decision points at each stage of the project.
- **Project Timeline:** Include an estimated timeline from issuance of a notice to proceed to project completion. This timeline shall include, but not limited to any significant milestones such as major equipment orders, start of site work, installation of components, acquisition of advertisers.
- **Minimum Annual Guarantee and/or Percentage of Gross Sales:**
Respondents shall enumerate the inclusion of the required Minimum Annual Guarantee fee or percentage of no less than 30% of Gross Receipts or an alternative quantity equaling not less than \$16,000 annually.
- **Other Locations:** Provide information on at least five (5) advertising concession locations operated in the past five years including; name under which operation was provided, airports where services provided, address, contact person and phone number, size of and number of years at location.
- **References:** Please provide at least three (3) credit and three (3) professional references, unrelated to the Respondent and note the nature and magnitude for the relationship.

- **Legal and Performance:** Describe any pending or unresolved litigation or judgments that may impact in any way the ability of the Company to enter the proposed Agreements. Indicate whether or not any agreements held by Respondent for the operation of a car rental concession or related services has been cancelled. Indicate whether Respondent has ever been sued by an airport for issues pertaining to fee payments, rental payments and/or performance. Indicate whether Respondent has ever had a bond or surety cancelled or forfeited. Indicate whether Respondent has ever been declared bankrupt. Identify any objectionable provisions in the proposed Agreements and the basis of such objections.
- **Identification of Subcontractors:** Respondents shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.
- **DBE: Notification of ACDBE Requirements:** The City of Bangor for the Bangor International Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program, **pending FAA final approval**, in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. A copy of this draft ACDBE program is attached as Exhibit I.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart F. In the event that the Respondent qualifies as an ACDBE, the goal shall be deemed to have been met.

ACDBE participation can also be met by including the purchase from ACDBEs of goods and services used in business at the Airport. Respondents will be encouraged to purchase goods and services from ACDBE's.

Each Respondent will be required to submit information concerning the ACDBE firm(s) that will participate in this concession, including the name and address of each firm, the annual estimated gross receipts to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross receipts to be earned by the concession.

If a Respondent is unable to achieve the ACDBE goal stated herein, he/she will be required to provide documentation demonstrating that all necessary and reasonable steps were taken in attempting to do so or that it is not economically feasible to enter into a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The requirements of this paragraph are not intended to force the Respondent to change its business structure.

Those Respondents ultimately granted a concession at the Airport will be required to submit quarterly reports showing their ACDBE participation.

In general, the overall requirement for each concessionaire is as follows:

- 1) Put forth a good faith effort to meet the current established goal.
- 2) Submit reporting annually.
- 3) Submit documentation of good faith efforts to meet the goal if the goal is not attained.

• **ACDBE Participation/Certification:**

All Respondents are hereby notified that failure to include a plan for DBE participation, in accordance with this Section, may be grounds for declaring such Respondent's proposal incomplete and may be grounds for disqualification from eligibility for award of agreements. Likewise, Concessionaire's failure to carry out its DBE obligation set forth in this Request for Proposals, once an award is made and an Agreement executed, shall constitute a breach of contract that may result in termination of the Concession Agreement, or such other remedy as deemed appropriate by the Authority.

- a. Pursuant to the Request for Proposals, identify the ACDBE sublessees, if any, the Respondent intends to utilize to meet the ACDBE participation requirements of the City and provide the following information on each:

ACDBE Sublessee:

- (1) Name of firm
- (2) Principal office address
- (3) Work to be performed
- (4) Percentage of participation in relation to total gross revenue
- (5) Contact
- (6) Has firm been certified by the State? Yes () No ()
- (7) Provide other information as set forth in Section F of the Instructions.

- b. Pursuant to the City's policies regarding equal employment opportunity and Disadvantaged Business Enterprises, including businesses owned and controlled by women, please attach your firm's affirmative action plan for equal employment opportunity. Also, please attach any plans regarding procurement of goods and services and/or subcontracting activities which involve Disadvantaged Business Enterprises.

- c. Indicate ownership (controlling interest) ethnicity:

Non-Minority () Hispanic () Black ()
American Indian or Alaskan Native ()
Asian or Pacific Islander (Oriental) ()
Two or more minorities () (Please Specify) _____

d. Award of Concession:

Respondents are hereby advised that meeting DBE goals established by the Airport and identified in the Request for Proposals, or making an acceptable Good Faith Effort to meet such goals, are conditions of being awarded agreements. The Airport proposes to award agreements to qualified and responsible Respondents which, in the Airport's sole opinion, submit the best proposals, provided they have met the DBE goals or, if failing to meet the goals, they have made an acceptable good faith effort to meet the established DBE goals. Respondents are advised that the Airport has sole authority to determine if a Respondent has made an acceptable good faith effort toward meeting DBE goals. The Airport reserves the right to reject any or all proposals submitted.

e. Respondent's Required Submission:

At the time of submitting the proposal under this solicitation, each Respondent must submit the information concerning DBE participation specified in the Proposal Form.

f. Good Faith Effort:

If any Respondent fails to meet the DBE goals established herein, information shall be submitted prior to Award of the agreements to assist the Airport in determining whether or not such Respondent made an acceptable Good Faith Effort to meet such DBE goals. A list of some, but not necessarily all of the kinds of efforts that the Respondent may make, and the Airport may consider in making a determination as to the acceptability of a Respondent's efforts to meet the DBE stated goals, is as follows:

- Whether the Respondent attended any pre-bid meetings that were scheduled by the Airport to inform DBEs of concession opportunities;
- Whether the Respondent advertised in general circulation, trade association and minority-focus media concerning the subcontracting or Joint Venture opportunities;
- Whether the Respondent provided written notice to a reasonable number of specific DBEs that interest in the Concession was being solicited, in sufficient time to allow the DBEs to participate effectively;
- Whether the Respondent followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- Whether the Respondent selected portions of the concession to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down participation into economically feasible units to facilitate DBE participation);
- Whether the Respondent provided interested DBEs with adequate information about the specifications and requirements of the concession;

- Whether the Respondent negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- Whether the Respondent made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the City;
- Whether the Respondent effectively used the services of available minority community organizations; local, state and Federal disadvantaged business assistance officers; and other organizations that provide assistance in the recruitment and placement of DBEs.

Note: The nine items set forth above are merely suggested criteria and the Airport may specify that Respondents submit information on certain other actions a Respondent took to secure DBE participation in an effort to meet the goals. Any Respondent may also submit to the Airport other information on efforts it made to meet the goals. The following proposal conditions apply to the concession to be awarded. Submission of a proposal by a Respondent shall constitute full acceptance of these conditions.

- Other Information: Respondents are encouraged to provide any additional information which demonstrates the experience, operations capability, and interest in providing the services required.

XI. Security

The respondent shall be able and willing to comply with all BGR security regulations as prescribed by 49 CFR, Part 1542, and existing BGR security policies. Respondent, and all of Respondent's employees, agents, contractors, suppliers and invitees shall, at all times, comply with all rules and regulations of authorities having jurisdiction at BGR and must comply immediately to any request or order from such authorities. Respondent is responsible for all attorney fees, fines, forfeitures and other expenses incurred by BGR as a result of any security violation by or associated with the Respondent.

The pre-security passenger area does not currently require security screening to enter or exit through the main terminal entry. If the premises are subsequently included and/or expanded into any secure area, the following requirement will apply:

The Respondent will ensure all personnel working in restricted areas obtain the appropriate airport identification badges. Personnel of Respondent will be required to complete all necessary forms, submit fingerprints and consent to both a Criminal History Records Check and a Security Threat Assessment. The costs of obtaining badges shall be the responsibility of the Respondent. BGR shall have complete control over granting, denying, withholding or terminating all security clearances. A security clearance is required of everyone working in restricted areas of BGR.

XII. Minimum Qualifications

Respondents are expected to meet or exceed the following qualifications of this RFP:

- Economic resources to finance, develop, and operate the advertising concession program with a demonstrated responsible financial record.
- A minimum of five (5) years previous experience in developing and operating a successful advertising concession program at an airport or major public organization.
- Professional sales experience procuring local, regional, and national advertisers with a proven track record of successful advertising accounts.
- Personnel to effectively develop and manage a profitable advertising concession program.
- Quality customer service to the City, BGR and the community in general.

XIII. Selection Process & Criteria

All proposals will be reviewed and analyzed by a Selection Committee of three to five (3-5) members for content and completeness.

Based upon these reviews, one (1) or more Respondents may be selected for an interview with the Selection Committee. Respondents may be requested to furnish additional information during the selection process. All reviews and evaluation will be according to the selection criteria noted below.

Based upon this evaluation, the Committee will recommend to the Finance Committee of the City Council the selection of one (1) or more Respondents for contract negotiations.

Each proposal will be evaluated according to the following criteria:

1. The qualifications and experience of the individual(s) who will perform the work.
2. The availability and capacity of the firm to meet the goals and objectives.
3. The past performance and volume of this type of work performed by the firm.
4. List of services offered.
5. Ability to professionally complete the Goals and Objectives. Evaluation of such ability shall be based among factors of:
 - a. previous experience on similar projects;
 - b. manpower competency and capability to carry out the requested services;
 - c. method or approach to the project and service provided;
 - d. size of firm and depth of its resources; and
 - e. proposed compensation
6. The completeness of the proposal submitted.

XIV. Timeline

➤ Deadline for written questions

02/01/16

- Deadline for proposals 02/24/16
- Notification to Respondents selected for interviews 03/04/16
- Interviews Week of 03/15/16
- Selection notification 3/28/16

XV. Proposal Acceptance

In evaluating proposals, the City of Bangor reserves the right to use any or all of the ideas from the proposal submitted without limitation and to accept any part or the entire successful proposal in selecting the services considered to be the most advantageous to the City. The evaluation of proposals and determination of the award(s) will be at the discretion of the City Council and its judgment shall be final and without right of recourse by any Respondent.

All material submitted becomes the property of the City of Bangor and as such will be available generally to the public. Such documents shall not be subject to a claim for infringement of any copy rights claimed by Respondent in such documents.

Proposals should be presented in a clear and concise manner. However, the City reserves the right to negotiate any portion of the proposal determined to be unclear or to inappropriately address the needs of the City of Bangor.

XVI. Award of Contract

The contract will be awarded by the City Council to the Respondent(s) best able to provide the services required. All proposals shall remain firm for sixty (60) calendar days after receipt of the proposals.

**ATTACHMENT
A**

INSURANCE REQUIREMENTS

With respect to performance of work under this RFP, Respondent shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this RFP or failure to identify any insurance deficiency shall not relieve Respondent from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

Required if Respondent has employees.

- b. Workers Compensation insurance with statutory limits as required by the State of Maine.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Respondent currently has no employees, Respondent agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Respondent maintains higher limits than the

specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Respondent.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by City. Respondent is responsible for any deductible or self-insured retention and shall fund it upon Airport's written request, regardless of whether Respondent has a claim against the insurance or is named as a party in any action involving the City.
- d. Bangor International Airport shall be additional insured for liability arising out of operations by or on behalf of the Respondent in the performance of this agreement.
- e. With respect to Respondent's policy, Bangor International Airport shall be additional insured, with respect to any subcontractor performing construction, installation and/or maintenance of advertising displays, for liability arising out of ongoing and completed operations by or on behalf of the Respondent in the performance of this agreement. BGR, et al. shall continue to be additional insureds for completed operations for (1) year after termination of Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard.
- h. The policy shall cover inter-insured suits between City and Respondent and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - I. Copy of the additional insured endorsement or policy language granting additional insured status;
 - II. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - III. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.

- b. Insurance shall apply to all owned autos. If Respondent currently owns no autos, Respondent agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Advertising Concession Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Respondent agrees to maintain current Evidence of Insurance on file with Airport for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Bangor International Airport, 287 Godfrey Blvd., Bangor, Maine 04401.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists to BGR, at least ten (10) days before expiration or other termination of the existing policy.
- e. Respondent shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

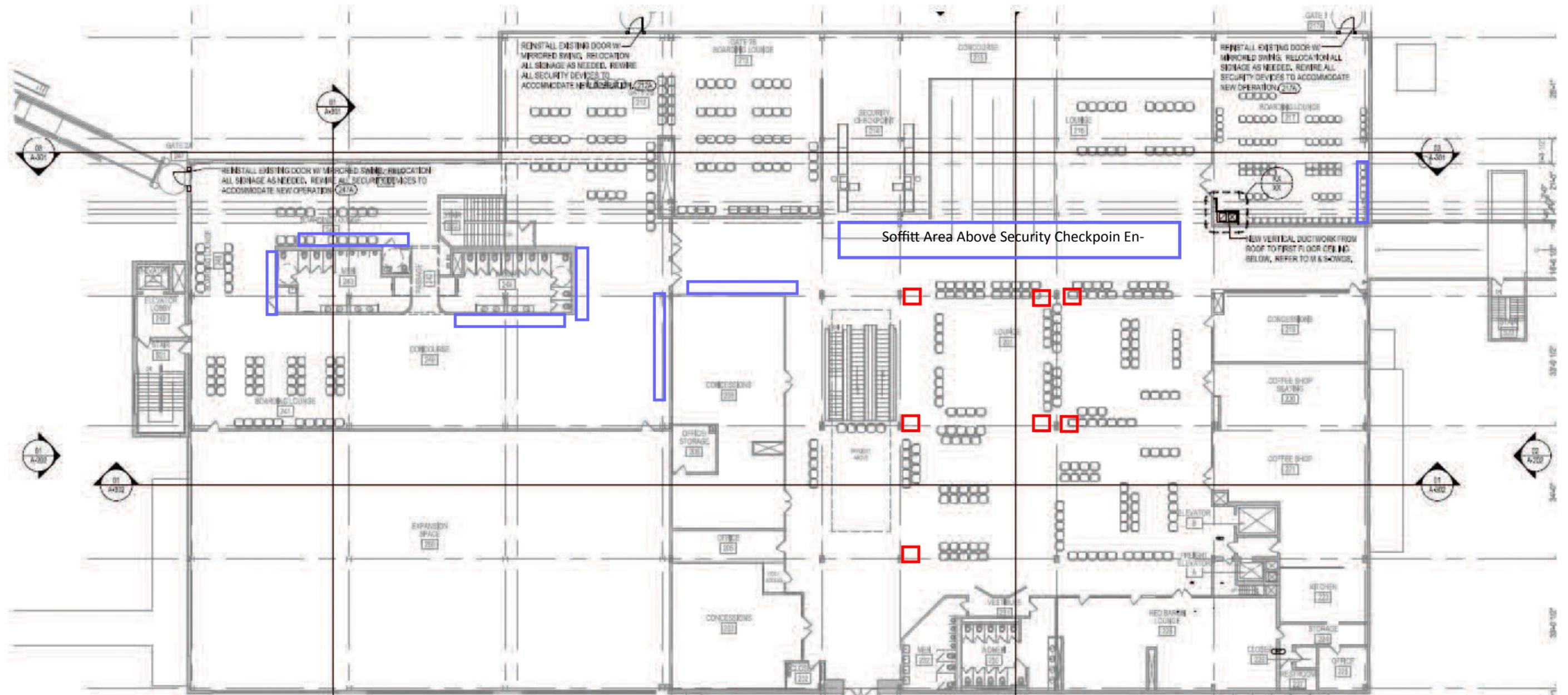
6. Policy Obligations

Respondent's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Respondent fails to maintain insurance which is required pursuant to this RFP, it shall be deemed a material breach of any agreement that resulted from this RFP. City, at its sole option, may terminate any agreement that resulted from this RFP and obtain damages from Respondent resulting from said breach. Alternatively, City may purchase the required insurance, and without further notice to Respondent, City may deduct from sums due to Respondent any premium cost BGR advanced for such insurance. These remedies shall be in addition to any other remedies available.

BGR Assigned Areas - 2nd Floor Domestic Terminal



 Wall Space

 Floor Space