



***Bishop International Airport • FNT***

**NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.**

## **REQUESTS FOR PROPOSALS**

**FOR**

## **NON-EXCLUSIVE FOOD, BEVERAGE, AND RETAIL CONCESSIONS**

**8/8/2022**

**Proposals Submission Deadline:** September 26, 2022 10:00am

Bishop International Airport  
3425 West Bristol Road  
Flint, MI 48507

**Point of Contact:** Christopher Yeates, A.A.E. – Chief Operating Officer  
Email: [cyeates@bishopairport.org](mailto:cyeates@bishopairport.org)

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## ADVERTISEMENT FOR PROPOSALS

Sealed proposals for a AIRPORT TERMINAL FOOD, BEVERAGE AND RETAIL CONCESSIONAIRE identified and included in this Request for Proposals (RFP) will be received from Proposers by the time and place indicated below and will be evaluate in accordance with the conditions stated in this RFP.

Sponsor of Project: Bishop International Airport Authority

Scope of Services: Operate concessionaire spaces at Bishop International Airport to meet the food, beverage and retail needs of the traveling public while providing exceptional customer service, value, menu choices, and retail options that vary with trends and customer wants/needs.

Request for Proposal Packages: May be picked up starting August 8, 2022 at:

Bishop International Airport Authority  
Main Terminal – Administration Office  
3425 West Bristol Road  
Flint, MI 48507

OR

Downloaded from the web at:  
<https://www.bishopairport.org/business-fnt/business-opportunities/public-notices-bid-opportunities/>

### \*\*\*NOTE FOR PROPOSERS DOWNLOADING DOCUMENTS FROM THE WEBSITE\*\*\*

In order to receive addendums or changes, Proposers must notify the airport via email to [cyeates@bishopairport.org](mailto:cyeates@bishopairport.org) of their intent to provide a proposal in order to receive addenda, if any.

PRE-BID Meeting: A non-mandatory pre-bid meeting will be hosted by Bishop International Airport on August 22, 2022 at 11:00am in the Sharp Conference Room. A tour of the facility will follow.

Proposal Submission/Deadline: Sealed proposals will be received by Bishop International Airport Authority until **10:00am Eastern Standard Time on September 26, 2022**. ANY PROPOSALS RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Dated and signed at Flint, County of Genesee, Michigan this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Owner/Authority: Bishop International Airport Authority

By: \_\_\_\_\_  
Christopher Yeates  
Chief Operating Officer

## OVERVIEW

Bishop International Airport (herein referred to as “Airport”) is a public use airport in Flint, Michigan serving the City of Flint, Genesee, Oakland, and many other surrounding Counties along with Southeastern Michigan. The facility is located at the intersection of three major highways, providing ease of access from all of lower Michigan.

The Airport is owned and operated by the Bishop International Airport Authority (“Authority”) with scheduled airline service provided by Allegiant Air, United Airlines, and American Airlines. Airline passengers are predominantly origin and destination (O&D) passengers. The Airport currently offers routes to 10 nonstop destinations, some of which are seasonal, including: Chicago (ORD), Las Vegas (LAS), Phoenix/Mesa (AZA), Nashville (BNA), Charlotte (CLT), Tampa Bay/St. Pete (PIE), Sarasota (SRQ), Punta Gorda/Ft Myers (PGD), Ft Lauderdale (FLL), Orlando/Sanford (SFB), Boston (BOS), Jacksonville (JAX), and Savannah/Hilton Head (SAV).

As identified on the Table 1, following the recent downturn in traffic due to COVID-19 impacts, passenger traffic has rebounded significantly in 2022 with additional future growth expected, supported largely by the three aircraft crew base for Allegiant Airlines which opened in February 2022. Historically the load factor (passengers vs airline seats available) indicates over 80% of seats available from FNT will be filled.

<i>Passenger Traffic History</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022 (thru June)</i>
<i>Enplanements</i>	360,609	301,534	175,069	238,601	170,365
<i>Seats Available</i>	444,583	360,243	276,995	302,130	199,958
<i>Load Factor</i>	81%	84%	63%	79%	85%
<i>Deplanements</i>	360,571	297,312	177,150	240,815	171,201
<i>Total Passengers</i>	<b>721,180</b>	<b>598,846</b>	<b>352,219</b>	<b>479,416</b>	<b>341,566</b>

Table 1 – Passenger Traffic History

As can be observed in Table 2, the airport experiences different traffic loads based on seasonality and holidays. Spring break traffic (February – April) is the busiest time for passengers as well as around major holidays (Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year’s). An example flight schedule is included in Exhibit G, detailing a present-day schedule as well as the previous schedule flown through spring break 2022. This provides an overview of flight times and destinations. Airline schedules are subject to change and typically provide a 2-month notice for any schedule alteration.

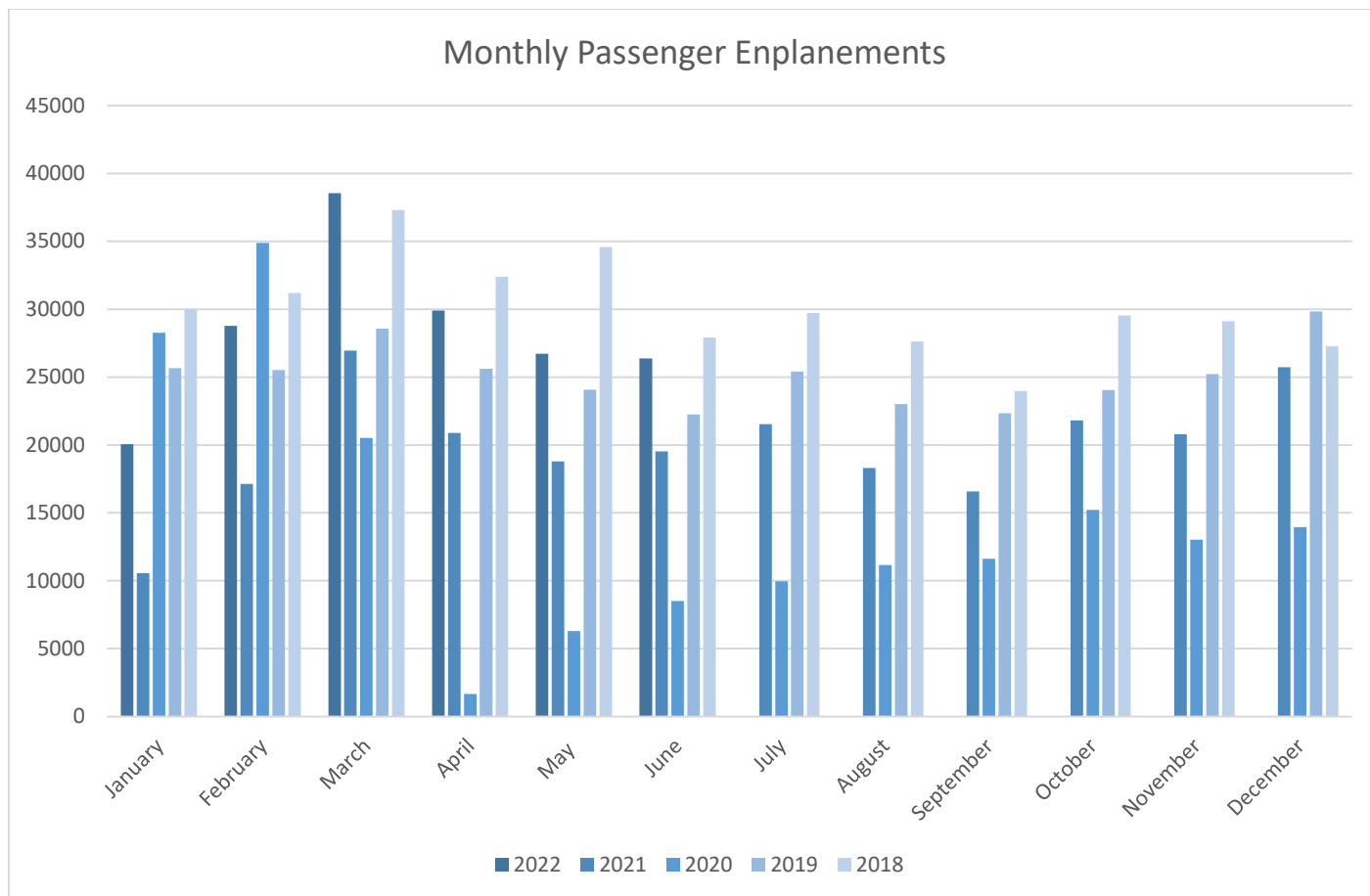


Table 2 – Monthly Passenger Enplanements

In the prospective concessionaire’s analysis of Airport activity, it is important to note that historic passenger activity and distribution are subject to change due to a variety of reasons, including but not limited to the following:

- Airline entry and exit from the marketplace,
- Airline strikes and bankruptcies,
- Airport security requirements,
- General economic factors affecting the demand for air travel.

The Airport is served by an FAA Control Tower, has two runways in excess of 7,000 feet, an Instrument Landing System (ILS) on the primary runway and non-precision GPS approaches on the crosswind runway. The facility has nine passenger boarding bridges and the ability for ground boarding of smaller aircraft through four lower-level gates that enter onto the apron.

The Terminal consists of 242,400 square feet of enclosed space. The Airport currently has one food and beverage Concessionaire. This Concessionaire operates food and beverage concessions under a Concession Agreement valid through November 30, 2023 and is currently providing food and beverage services at two locations in the airside portion of the terminal within the passenger boarding area (post-screening).

**This RFP is for all concession space identified in Exhibit A, consisting of four (4) food and beverage locations and one (1) retail location.** These locations will be identified on Exhibit A as Area 1, Area 2, Area 3, Area 4, and Area 5. Each area is described in further detail below.

## **Location, Use, Opening Date (See Exhibit A for Additional Space Details)**

<i>Concession Location</i>	<i>Merchandise Plan</i>	<i>Target Operating Date</i>	<i>Area (sq ft)</i>
Landside (Pre-security), Area 1	Food & Beverage, Casual Dining with Bar & To-Go Option	11/1/2022	4976 sq ft
Airside Grill (Post Security, Area 2)	Food & Beverage, Grab & Go Options, Meal To-Go Counter	12/1/2023	1,139 sq ft
Airside Restaurant (Post Security), Area 3	Food & Beverage, Casual Dining with Bar	12/1/2023	1,449 sq ft
Airside Restaurant (Post Security), Area 4	Food & Beverage, Café with Coffee & Baked Goods	12/1/2023	572 sq ft
Airside Retail (Post Security), Area 5	Local Unique Gifts & Souvenir Retail	11/1/2023	462 sq ft

Table 3 – Concession Space Overview

## **Merchandising Descriptions**

*Area 1 Food & Beverage, Casual Dining with Bar, Grab & Go Option, Meal To-Go Counter*

### *Desired Merchandise Description:*

*This location is intended as a full-service casual dining with bar and to-go ordering counter. The Authority desires restaurant concepts and brands that focus on specific themes, such as strong local brands and includes a variety of healthy and fresh options. The restaurant must offer menu options that cover all times of the day and are consistent with the proposed concept themes or brands. The adjacent bar should offer a full variety of alcoholic beverages, including a wide variety of Call, Super Call/Top Shelf liquors, Regional or Local craft draft beers, Domestic and Imported draft beers, other Domestic and Import bottle beers, and wine by the glass or bottle. Alcohol sales and consumption are limited to the premises.*

### *Additional Details:*

*The Authority has invested more than \$500,000 into cosmetic renovations of this location. Construction will be completed prior to selection of concessionaire. The Authority intends to invest additional Authority money at this location including providing an open-air, outdoor balcony and seating area overlooking aircraft gates. A full-service kitchen, prep area, office space, storage, and cooler/freezer are located within this area. Exhibit B shows ongoing improvements, kitchen amenities, and included Authority owned items.*

### *Occupancy Date:*

*Proposals shall include plans for immediate occupancy of this area.*

**Special Considerations:**

- Terminal curb space may be provided for food-delivery pickup services from this location.
- Discussions with TSA have occurred regarding opportunity for passenger ordering at this location with delivery to patron post-security.
- Any proposal for Area 1 must also incorporate Area 2 and Area 3.

**Area 2 Food & Beverage, Grab & Go Options, Meal To-Go Counter**

**Desired Merchandise Description:**

This location is intended as a pre-made meals Grab-and-Go or To-Go counter. The Authority desires restaurant concepts and brands that focus on specific themes, such as strong local brands. The restaurant must offer menu options that cover all times of the day and are consistent with the proposed concept themes or brands. Table seating is available nearby for patrons selecting to use Grab-and-Go or To-Go option of Area 2.

**Additional Details:**

A prep kitchen, prep area, office space, storage, and cooler/freezer are located nearby. Exhibit C identifies these spaces. The grill behind the counter at this location and nearby kitchen currently support Area 3.

**Occupancy Date:**

Proposals shall include plans for occupancy of this area beginning on December 1, 2023.

**Special Considerations:**

- Any proposal for Area 2 must also incorporate Area 1 and Area 3.

**Area 3 Food & Beverage, Casual Dining with Bar**

**Desired Merchandise Description:**

This location is intended as a full-service casual dining with bar. The Authority desires restaurant concepts and brands that focus on specific themes, such as strong local brands. The restaurant must offer menu options that cover all times of the day and are consistent with the proposed concept themes or brands. The bar should offer a full variety of alcoholic beverages, including a wide variety of Call, Super Call/Top Shelf liquors, Regional or Local craft draft beers, Domestic and Imported draft beers, other Domestic and Import bottle beers, and wine by the glass or bottle. Alcohol sales and consumption are limited to the premises.

**Additional Details:**

A prep kitchen, prep area, office space, storage, and cooler/freezer are located nearby. Exhibit C identifies these spaces and included Authority owned items. The grill behind the counter at Area 2 and nearby kitchen currently supports this location.

**Occupancy Date:**

Proposals shall include plans for occupancy of this area beginning on December 1, 2023.

**Special Considerations:**

- Area 3 restaurant and bar is adjacent to south facing window wall providing views of the airfield and aircraft gates.
- Any proposal for Area 3 must also incorporate Area 1 and Area 2.

#### Area 4 Food & Beverage, Café with Coffee & Baked Goods

##### Desired Merchandise Description:

*This location is intended as a gourmet coffee shop and bakery. The coffee shop must offer a variety of quality, freshly prepared coffee, specialty coffee drinks (freshly prepared espresso, cappuccino, etc.), tea and specialty tea drinks.*

*In addition, the bakery must offer a variety of freshly baked goods such as cookies, pastries, rolls, bagels, scones, muffins, breakfast sandwiches, fresh pre-packaged prepared foods (i.e., sandwiches and wraps), snack items (i.e., yogurt, fruit, hummus, and veggies), bottled non-alcoholic beverages such as water and juices, and a limited amount of related merchandise items such as coffee mugs, travel cups, and coffee- and tea-making accessories. Other food and beverage items may be offered, subject to the approval of the Authority, providing that such food items are germane to the brand and are secondary to the sale of coffee drinks.*

##### Additional Details:

*The Authority is investing more than \$100,000 into renovating this location to be available as a coffee shop and bakery. Space will be provided behind the counter for a cooler/freezer, oven/proofer and prep area to prepare basic baked goods. Limited seating will be available for approximately 14 patrons. Exhibit D identifies space improvements and included Authority owned items.*

##### Occupancy Date:

*Proposals shall include plans for occupancy of this area beginning on December 1, 2023.*

##### Special Considerations:

- *Proposals may be received for this location only. If proposals are received for this space independently of other spaces, nearby kitchen support would be dependent upon shared-use agreements. Some prep space and baking space is available for some baking.*

#### Area 5 Local Unique Gifts & Souvenir Retail

##### Desired Merchandise Description:

*This location is intended as a retail location for travel convenience merchandise such as unique and local gifts, souvenirs, news and books, etc. or a specialty retail shop such as apparel, electronics, bookstore, artwork, handbags, jewelry, etc. Preference includes brand name items.*

##### Additional Details:

*Exhibit E identifies this location and space available.*

##### Occupancy Date:

*Proposals shall include plans for occupancy of this area beginning on November 1, 2023.*



**Special Considerations:**

- Proposals may be received for this location only.

**Vending Services**

**Desired Merchandise Description:**

Concessionaire(s) shall provide and service food and beverage vending machines. Vending machines shall provide sufficient options to ensure airport patrons have acceptable solutions when concessions are unavailable. This is expected to be provided through strategically located vending machines throughout the Terminal that offer a wide variety of food and beverage items accessible 24 hours per day, 7 days per week. At a minimum, must include bottled water, soda, juice, bagged snacks, granola or cereal bars, candy, fresh fruit, dairy products, sandwiches/wraps, salads, and pastries/muffins.

**Additional Details:**

Vending services may be managed by the concessionaire or a provider contracted by the concessionaire.

**Occupancy Date:**

Proposals shall include plans for this service beginning on November 1, 2023.

**Special Considerations:**

- Any proposals for Area 1, Area 2, and Area 3 must also include vending services.

**Key Agreement Terms**

*Key Business Terms for All Locations*

Term	10 years for all locations with 5-year option. Initial term and option may be negotiated based on Capital Investment
Minimum Annual Guaranteed Rent if only Area 4 or Area 5 is proposed	\$19.05 / sq ft
Minimum Percentage Rent Rate	10%
Minimum Capital Investment Desired	\$150 per square foot
Term Option Refurbishment Investment Requirement	\$150 per square foot
ACDBE Participation Goal	25%
Required Operating Hours	Concessions shall be open a minimum of one hour and 30 minutes (1.5 hours) prior to the first scheduled departure for the day and remain open until at least 15 minutes after the last departing flight has taken off (including flights that may have been delayed).
Use of Concession Space	The spaces associated with this concession opportunity may be used only for the sale of permitted food, beverages, and retail as stated in the successful proposal. The specific concept will

	be documented in the final executed concession agreement. Any change in space must be first approved in writing by the Airport Chief Executive Officer.
Marketing	Concessionaire shall pay BIAA one-half of one percent (0.5%) of Gross Sales as defined in the Lease Agreement as a Marketing Fee.

Table 4 – Agreement Terms

#### Description of Rental Rates

If all areas are proposed and selected, compensation to the Authority for use of each concession space will be the sum equal to a percentage of the Concessionaire's gross revenues. If less than all areas are proposed and selected, compensation to the Authority for use of each concession space will be the greater of (a) a sum equal to the percentage of Concessionaire's gross revenues or (b) the Minimum Annual Guarantee (MAG). The MAG proposed will assist in determining proposal selection.

Proposers may include all concession locations identified within Exhibit A, or may propose only specific areas of interest. Concession locations identified as Area 1, Area 2, and Area 3 on Exhibit A must be grouped to be operated under the same concessionaire agreement.

The purpose of this RFP is to open this concession opportunity to a public and competitive selection process.

The goals and objectives of the Authority in issuing this RFP for open competition include the following:

- Meeting the food, beverage, and retail needs of the traveling public while providing exceptional customer service, value for the money, and menu choices that vary with changing trends, customer wants and needs;
- Provide an environment that is attractive and inviting to customers, enhance and compliment the terminal environment, and reflect positively on the Flint and Genesee County areas;
- Providing a place for airport and tenant employees to purchase meals and snacks;
- Providing a sufficient mix of offerings to cover the full meal spectrum of breakfast, lunch, dinner and snack foods while adhering to "street pricing" for equivalent value (quality and product size) to ensure customers are not deterred from making purchases at the Airport;
- Provide trending food options including high quality and fresh selections;
- Enhancing the image of the Airport with the traveling public; and
- Optimize the revenue potential to the Authority.

## INSTRUCTIONS TO PROPOSERS

Bishop International Airport Authority (Authority), Flint, Michigan

1. The Authority is seeking an agreement with one appropriately qualified concessionaire to provide food and beverage services. The Authority currently has a Concessionaire Agreement though November 30, 2023 and is looking to add additional concessionaire services immediately and for the future. The Proposer shall demonstrate excellence in providing food and beverage and/or retail services.
2. It is the intent of this RFP to define requirements in sufficient detail to secure comparable proposals. Proposals shall be in accordance with Proposal document requirements. Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.
3. The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this proposal. All materials and documents submitted in response to this proposal become the property of the Authority and will not be returned.
4. The Authority reserves the right to accept or reject any or all Proposals, to waive irregularities, technicalities, or informalities, to re-advertise for proposals and to accept a Proposal which, in the Authority's opinion, is the most responsive and responsible Proposer who is determined by the Authority to be in its best interests.
5. The Award of Agreement is subject to the approval of the Bishop International Airport Authority Board of Directors.
6. COMPLIANCE WITH LAW
  - a. The Proposer covenants and agrees that he/she and his/her agents and employees will comply with all local, state, and federal laws, applicable national and local codes, Bishop International Airport Rules and Regulations applicable to the services provided under this RFP and that he/she shall obtain all necessary permits, fees and licenses necessary for the proper execution and completion of the work assigned, pay all required fees and taxes, and otherwise perform these services in a legal manner. Bishop International Airport Rules and Regulations are available upon request. The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility.
7. Proposals will be received by the Authority at Bishop International Airport Authority, Flint, Michigan until September 26, 2022 by 10:00am.

8. Proposers may obtain RFP Documents from the Administrative Office of Bishop International Airport Authority beginning August 8, 2022 during regular business hours, or downloaded at <https://www.bishopairport.org/business-fnt/business-opportunities/public-notices-bid-opportunities>. No deposit is required. The Administrative Office of Bishop International Airport Authority is located at 3425 West Bristol Road, Flint, MI 48507. 810-235-6560. RFP Documents include: Advertisement for Proposals, Instructions to Proposers, General Conditions, Proposal Submission Checklist, Proposal Contents, Evaluation of Proposal, Exhibit A – Concession Space Overview, Exhibit B – Area 1/Landside, Exhibit C – Area 2 & 3/Airside Grill & Bar, Exhibit D - Area 4/Coffee Shop, Exhibit E – Area 5/Retail Space, Exhibit F – Sample Concession Agreement, Exhibit G – Current Flight Schedule

**\*\*\*NOTE FOR PROPOSERS DOWNLOADING DOCUMENTS FROM THE WEBSITE\*\*\***

In order to receive addendums or changes, Proposers must notify the Authority via email to [cyeates@bishopairport.org](mailto:cyeates@bishopairport.org) of their intent to provide a proposal in order to receive addenda, if any.

9. If any Proposer is in doubt as to the true meaning, spirit and/or intent of the RFP Documents, the Proposer may make request for interpretation thereof, provided said request is received by the Authority No Later Than (NLT) 5:00pm on August 29, 2022, to allow sufficient time for the Authority to issue an addendum, if any. Any interpretation of the RFQ Documents, if made, will be by Addendum only, duly issued to each known Proposer receiving a copy of the RFP Documents. The Authority is not responsible for any other explanations or interpretations made prior to the closing time set for receipt of Proposals. **No explanation or interpretation made orally will be considered binding.** In the event any addendums are issued, proposers shall complete and return the Acknowledgement of Addenda form with their proposal.

The Authority is committed to providing all interested parties with accurate and consistent information in order to ensure that no proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of agreement, the sole Authority contact related to this RFP is:

Christopher Yeates, A.A.E.  
Chief Operating Officer  
3425 W. Bristol Road  
Flint, MI 48507  
[cyeates@bishopairport.org](mailto:cyeates@bishopairport.org)

10. This document outlines the prerequisites, selection process and documentation necessary to submit a Proposal for the requested services. Before submitting a Proposal, Proposers shall carefully examine all Specifications and other proposed RFP Documents in order to avoid omissions or duplications. Submission of a Proposal signifies that the Proposer has reviewed the documents, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid by the successful Proposer, due to said successful Proposer's failure to be so informed.

11. Proposals shall be submitted on the forms provided and shall be delivered in sealed, opaque envelopes bearing the following inscriptions:

**AIRPORT CONCESSIONS  
RFP DOCUMENTS – PLEASE KEEP SEALED**

Address all Proposals to: Bishop International Airport Authority  
ATTN: Christopher Yeates, A.A.E.  
3425 West Bristol Road  
Flint, Michigan 48507

12. A Proposal may not be withdrawn or cancelled by a Proposer for a period of ninety (90) days following the time and date set for receipt of Proposals.
13. Negligence in preparation, improper preparation, errors in or omissions from Proposals shall not relieve a Proposer from fulfillment of any and all obligations and requirements of the Proposal.
14. No responsibility shall attach to the Authority, or the authorized representatives for the premature opening of any Proposal that is not properly addressed and identified.
15. Each Proposers shall provide one (1) original and four (4) copies of their proposal.
16. Each Proposer shall execute the Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, corporation, or Authority employee, in regards to the Proposal submitted.
17. If a Proposer should find discrepancies or omissions in these RFP Documents, he/she should at once notify the Chief Operating Officer of the Bishop International Airport Authority.
18. The contract shall be subjected to the contract provisions including: Non-Discrimination, Waiver and Breach, No Conflict, and Dispute Resolution. A sample agreement including the contracting provisions is included in these RFQ Documents. Each Proposer is individually responsible for the careful examination of the Concession Requirements, Forms, and all requirements. The failure or omission by any Proposer to do so shall in no way relieve any Proposer from any obligations with respect to its proposal.
19. Any information received within the proposal will be considered part of the public record for this RFP process and a public record subject to disclosure.
20. AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
  - a. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, religion, age, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability in consideration of an award or performance of

this agreement. The Authority requires the same participation by all firms qualifying under this solicitation regardless of business size or ownership.

- b. The Authority further encourages Proposers to meet ACDBE requirements throughout this agreement by utilizing suppliers certified as ACDBE by the Michigan Unified Certification Program (MUCP), applying for ACDBE certification through the MUCP if applicable, and make good faith efforts to explore available options to meet ACDBE goals established by the Authority. Any anticipated ACDBE participation shall be included in the proposal response.

## 21. AWARD OF PROPOSAL

- a. The Proposal will be awarded based on the results of the proposal evaluations to that responsive and responsible Proposer whose Proposal conforms to this solicitation, will be most advantageous to the Authority, experience, services provided, menu items selected, and other factors will be considered as identified in the Evaluation of Proposals.
- b. All proposals will be reviewed by Authority Staff and will recommend to the Board of Directors, the proposal(s) that best meets the Authority's needs and requirements. Unsuccessful Proposers will not automatically be notified of Award results.
- c. The Authority reserves the right to accept or reject any or all bids, award multiple agreements to more than one Proposer, to negotiate with any proposers, and to waive informalities and minor irregularities in proposals received.
- d. No contract or agreement of any kind arising out of this Proposal and/or negotiations shall be binding or valid against the Authority, its departments, officers, employees, or agents unless such contract or agreement is in writing and has been authorized by the Bishop International Airport Authority Board of Directors and signed by the Authority Chairperson and Secretary. If awarded the Proposal, the undersigned agrees to have an agreement start date **AS SPECIFIED.**
- e. *Any variation of this time frame shall be noted in the Proposal Response Documents.*

## 22. TERM OF AGREEMENT

- a) The term of any awarded agreement for Concessionaire Services is expected for 10 years for all locations with a 5-year option. Initial term and option may be negotiated based on Capital Investments.

## 23. PREPARATION AND SUBMISSION OF PROPOSAL

- a. A complete Proposal must include the following items:
  - i. Letter of Submittal
  - ii. Exceptions and Additions to the Concession Agreement
  - iii. Concessionaire Business Form

- iv. Concessionaire Background and Experience
  - v. Financial Capability
  - vi. Description of Proposed Menu and Pricing
  - vii. Management and Operating Program
  - viii. Level of Investment and Innovation in Design
  - ix. Percentage of Gross Receipts Proposal
  - x. Proposal for Food and Beverage Concession
  - xi. Signed Non-Collusion Affidavit
  - xii. Signed Proposal Affidavit
  - xiii. Acknowledgement of Addenda(s)
  - xiv. Certification of Insurance
- b. The Proposer must submit his/her proposal on the forms furnished by the Authority. All blank spaces in the proposal forms must be correctly filled in where indicated.
  - c. Proposals shall be submitted as indicated in the “Proposal Form” and shall be signed in ink by an official of the firm before submitting the proposal.
  - d. Erasures or other changes in a proposal shall be explained or noted over the signature of the Proposer.
  - e. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected by the Authority.
  - f. Each proposal shall indicate the full business name and address of the Proposer and shall be signed by him/her with his/her usual signature.
  - g. The Proposer must supply all information required.

#### 24. PROCUREMENT SCHEDULE

Action	Date
RFP Issued and Available	August 8, 2022
Non-Mandatory Pre-Bid Meeting	August 22, 2022 @ 11:00am
Final Day to Submit Written Questions	August 29, 2022 @ 5:00pm
Authority Staff issues response to questions	September 1, 2022
Proposals due by 10:00am EST	September 26, 2022
Proposal Interviews with High-Ranking Proposers	October 3 – October 7, 2022
Anticipated Agreement Award	October 26, 2022

#### 25. RIGHTS RESERVED

In addition to all other rights reserved, the Authority reserves the following rights:

- a. To extend the date for submittal of responses.

- b. To request additional information and data from any or all Proposers.
- c. To supplement, amend, or otherwise modify the RFP through addenda issued.
- d. To cancel this RFP with or without substitution of another RFP.
- e. To reissue this RFP.
- f. To make such reviews and investigations, as it considered necessary and appropriate, for evaluation of the Proposals.
- g. To reject any Proposal in the event that the Authority's analysis of the Proposer's financial status and capacity indicates, in the Authority's judgement, that the Proposer is not able to successfully perform the work.
- h. To cancel the RFP process in the event only one Proposal is received by the deadline.
- i. To deem a Proposal non-responsive if the Authority obtains information from any reference check that reveals concerns about the Proposer's past performance or their ability to successfully perform.



## GENERAL CONDITIONS

- A. It is not the intent of the specifications to preclude reputable service providers from participating. It is the intent of the specifications to secure for the Authority the services which will be most suitable.
- B. The Authority has made every effort to include enough information within this RFP for all Proposers to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be further considered.

### C. GRANT OF USE

The successful concessionaire shall have the right to possess and use the premises solely for the operation of a food/beverage and/or retail concessionaire and for no other purposes whatsoever.

The successful concessionaire shall assume the following obligations:

1. Concessionaire shall include all services reasonably necessary for such operation. Food and beverage concessionaire shall offer, as a minimum, menu offerings that cover the full spectrum of meals (breakfast, lunch, dinner and snack foods).
2. Concessionaire shall sell products only at the initial prices set forth in concessionaire's proposal documents. Any proposed price increases during the term of the agreement must be forwarded to the Airport Chief Executive Officer (CEO) for review and approval prior to implementation. The concessionaire must provide information substantiating the proposed price increase. When reviewing a request to increase prices, the Airport CEO shall take into account the information substantiating the increase, the amount of the proposed increase, and the amount of time elapsed between the increase request and either the commencement of the concession or any previously approved increases. The Airport CEO shall not unreasonably deny such requests.
3. Concessionaire shall be required to honor major credit cards and to accept traveler's checks.

### D. PREMISES

The successful concessionaire shall have use of proposed space identified above in Section 2 and shown in Exhibit A.

### E. IMPROVEMENTS BY CONCESSIONAIRE

The Authority shall provide, at no cost to the successful concessionaire, existing heat, air, and electricity to the premises. Any additional requirements may be the responsibility of the successful concessionaire. The successful concessionaire is required to include at least \$150 per square foot for capital improvements/investments at the onset as well as an additional term-option refurbishment investment of \$150 per square foot. Improvements may include furnishings, equipment, fixtures, etc. that are required for its operation, except as otherwise specified herein.

The proposer shall specify the investment amount to be expended on improvements to the premises and the improvements to be completed.

#### F. HOURS OF OPERATION

The food and beverage concession shall be operated at such hours as to adequately provide a high level of service to the public using the Terminal Building. Concessionaire shall keep its operation open seven (7) days per week, from one and a half hours (1 ½) prior to the first scheduled airline flight for each day through at least 15 minutes after the last scheduled airline departure. Any alternative to these hours of operation shall be proposed in the proposal documents. Prospective concessionaires should indicate how they intend to provide these services.

#### G. FEES

1. Percentage of Gross Receipts: Concessionaires shall propose a Percentage of Gross Receipts that will be paid to the Authority monthly for this opportunity. Concessionaires must offer a **minimum** of ten percent (10%) of the monthly gross receipts to be deemed responsive to this RFP. Concessionaires are encouraged to propose a percentage of gross receipts that increases with sales volume, and shall be prepared to submit supporting information from an existing facility verifying that the proposed percentage of gross receipts can be supported while maintaining reasonable profitability, acceptable service, and quality.

#### H. SUPPLIES, MATERIALS AND EQUIPMENT

It is the responsibility of the concessionaire to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if applicable) necessary to render the services set forth by the Authority. The Authority currently owns and will provide the equipment and furnishings as set forth in the exhibit included with this RFP, and will make this equipment available to the selected concessionaire once selected.

Notwithstanding the equipment that is owned and may be provided by the Authority, the concessionaire will be solely responsible for the installation, construction, and furnishing of all items necessary for the operation of the food/beverage and retail service. The concessionaire will also make all required mechanical and electrical installations and connections. All installations shall be in accordance with plans submitted to and approved, in advance, by the Authority. All mechanical and electrical installations and connections shall become the property of the Authority upon installation, excepting only plug-in connections.

#### I. MAINTENANCE

The Authority will provide maintenance for the floors and walls of the public areas of the terminal building. All maintenance related to both the interior and exterior areas assigned for the food/beverage and retail concession, including all equipment and furnishings therein, will be the responsibility of the concessionaire and it will be required to keep the area in good operating condition and repair and to keep such in a clean and neat condition and appearance.

#### J. MINIMUM QUALIFICATIONS

All concessionaires that desire to be considered for this concession opportunity must have a minimum of five (5) years prior experience in the marketing, development, operating, and management of food services, food concessions and/or retail services. Experience with “grab and go” food activities is a plus as passengers may be looking for quick options. Such operations must be of similar or larger size and scope to that planned for the Airport in terms of square footage and sales volume. Proposals must specifically identify each and every proposed exception or addition to the terms and conditions in the draft Concession Agreement attached to this RFP as Exhibit F.

#### K. CIVIL RIGHTS

In connection with the performance of work under this Proposal, the Proposer agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Proposer hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220 Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Proposer hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Proposal.
2. The successful Proposer will be required to comply, and must comply, with all laws and regulations of the Bishop International Airport Authority, State of Michigan and the United States.

- L. Submission of a Proposal will be construed as a conclusive presumption that the Proposer is thoroughly familiar with the RFP Documents and Specifications and that the Proposer understands and agrees to abide in strict accordance with each and all of the stipulations and requirements contained therein.

#### M. FREEDOM OF INFORMATION ACT

The Authority is subject to the Freedom of Information Act, 5 U.S.C. § 552. Accordingly, notwithstanding any claim of confidentiality or that any or all of the Proposer’s submittal contains propriety information, the Proposer understands by its submission of a proposal that such proposal may be disclosed pursuant to a public records request.

#### N. INDEMNIFICATION

The Proposer hereby agrees to indemnify, defend, save and hold harmless the Bishop International Airport Authority (Authority), its officers, directors, agents, employees and representatives against any and all loss, claims or suits (including costs and attorney fees), which any or all of them may hereafter incur, be responsible for or pay out, as a result of the Proposer’s or any other person’s

performance of the work including, without limitation, claims alleging negligence on the part of the Authority in supervision or inspection of the work or enforcement of Proposal provisions; claims alleging the creation or failure to correct or warn of dangerous or hazardous conditions on or about the job site or the completed work; claims alleging lack of compliance with common law or administrative rules and regulations relating to safety on or about the job site; and, claims alleging the failure on the part of the Proposer to provide or assure a safe place in which to work; provided, however, that said duty to defend and indemnify shall not apply:

1. As to the Authority, in the event the claim, damage, loss, or expense is allegedly caused or is caused by the sole negligence of either the Authority or its respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Proposer, or their agents or employees.

Upon the filing with the Authority of a claim for damages arising out of an incident for which the Proposer agrees to indemnify, defend, save and hold the Authority harmless, the Authority shall notify the Proposer of such claim. Any final judgment rendered against the Authority, for any cause for which the Proposer is liable hereunder shall be conclusive against the Proposer as to liability and amount, provided the Authority has notified the Proposer of such claim as provided from above.

#### O. DEFAULT

Default is defined as the failure of the Proposer to fulfill the obligations of the Proposal, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified. In case of the default of the Proposer, the Authority may cancel the Proposal and procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned thereby.

#### P. LICENSES, REGISTRATIONS AND CERTIFICATES

Prior to award of the proposal, the successful proposer shall secure all licenses (including the ability to be listed jointly on the Authority Liquor license), registrations and certificates necessary to engage in the business to be carried out under this concession agreement in the Charter Township of Flint.

#### Q. INSURANCE

To protect the Authority, the concessionaire for this contract shall be adequately covered with liability insurance. All required insurance must be in effect and so continue during the life of the agreement in not less than the following amounts:

1. Workers' Compensation Insurance in compliance with the Workers' Compensation laws of the State of Michigan.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 per occurrence including bodily injury and property damage liability.
3. Dram Shop Coverage in accordance with the requirements of the State Dram Shop Act and rules and regulations of the Liquor Control Commission with a minimum coverage of \$1,000,000 per occurrence.

A Certificate of Insurance showing that this minimum amount of coverage is currently in force shall be included in the Proposal package for the Proposal to be considered. Upon awarding a contract, the consultant shall provide the Authority with a certificate of insurance naming the Authority, Genesee County, and the City of Flint and their respective directors, officers, agents, appointed officials, and employees as additional insureds. Additional insurance may be required at recommendation of the Authority's insurance specialist.

#### R. PROTEST APPEAL PROCEDURE

In accordance with the Authority's Purchasing Policy, a Protester may file with the Authority's Chief Executive Officer a protest about any or all of the following:

1. Alleged defects in a Competitive Solicitation process;
2. A contract award recommendation reached through a Competitive Solicitation process;  
or
3. Award of a contract.

In order for a protest to be valid, the Protestor shall file the protest prior to award of the contract to which it relates, unless the Protester did not know and could not have known of the facts giving rise to such protest prior to the contract award. In such cases, the protest must be filed within 3 business days after the award of the contract to which the protest pertains. A Protester shall be deemed to have known of the facts giving rise to its protest prior to the contract award if the Authority sent notice of the contract award recommendation to the Protestor at least 5 business days prior to the award of the contract.

In order for a protest to be valid, it shall be filed in writing and include the following information:

- A. Name, address, telephone number, and email of the Protester.
- B. Description of the Competitive Solicitation to which the protest relates.
- C. A detailed statement of the legal or factual grounds, or both, for the protest. The protest shall include copies or specific reference to all documents, statutes or other materials the Protester wants the Authority to consider, and the Authority may, but need not, consider any data or material not included with or made specific reference to in the protest.
- D. A statement of the relief requested by the Protester.

The contract award process shall not proceed further until the Authority makes a written determination about the merits of the protest, unless the Authority, in consultation with the General Counsel, determines in writing that:

- a) The protest does not provide sufficient information to make a determination on its merits; or
- b) Award of the contract without delay is necessary to protect the Authority's best interests.

If the Authority determines that the protest is without merit, the solicitation or contract award process may continue.

If the Authority determines that the protest is with merit, then the Authority shall recommend relief to address the protest to the Chief Executive Officer, and the Authority shall provide any relief approved by the Chief Executive Officer. No matter the outcome, the Authority shall provide the

Protester with the outcome of the protest along with a description of how the Authority reached such outcome.

Failure to meet any applicable deadline for a protest shall constitute a waiver of any and all rights to protest.

## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### PROPOSAL SUBMISSION CHECKLIST

Refer also to Proposal Contents

The following information and documents must be submitted in the order noted below as part of the sealed proposal for the proposal to be considered responsive:

#### **Attached or Included**

- |   |                    |
|---|--------------------|
| 1. Letter of Submittal                                  | Yes _____ No _____ |
| 2. Exceptions and Additions to the Concession Agreement | Yes _____ No _____ |
| 3. Concessionaire Business Form                         | Yes _____ No _____ |
| 4. Concessionaire Background and Experience             | Yes _____ No _____ |
| 5. Financial Capability                                 | Yes _____ No _____ |
| 6. Management and Operating Program                     | Yes _____ No _____ |
| 7. Percentage of Gross Receipts Proposal                | Yes _____ No _____ |
| 8. Level of Investment and Innovation in Design         | Yes _____ No _____ |
| 9. Proposal for Food and Beverage Concessions           | Yes _____ No _____ |
| 10. Proposal for Retail Concessions                     | Yes _____ No _____ |
| 11. Description of Proposed Menu and Pricing            | Yes _____ No _____ |
| 12. Non-Collusion Affidavit                             | Yes _____ No _____ |
| 13. Proposal Affidavit                                  | Yes _____ No _____ |
| 14. Acknowledgement of Addenda(s)                       | Yes _____ No _____ |
| 15. Certification of Insurance                          | Yes _____ No _____ |

#### **Submission Due Date: September 26, 2022 – 10:00am**

Complete Package: Yes \_\_\_\_\_ No \_\_\_\_\_

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## PROPOSAL CONTENTS

### **Preparation of Proposal:**

Each concessionaire shall submit to the Authority one (1) original and four (4) complete sets of its Proposal. Proposals shall be prepared according to the following format. If any question or item does not apply, so indicate. The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal
- B. Exceptions and Additions to the Concession Agreement
- C. Concessionaire Business Form
- D. Concessionaire Background and Experience,
- E. Financial Capability
- F. Management and Operating Program
- G. Percentage of Gross Receipt Proposal
- H. Level of Investment and Innovation in Design
- I. Proposal for Food and Beverage Concessions
- J. Proposal for Retail Concessions
- K. Description of Proposed Menu and Pricing
- L. Proposal Form
- M. Non-Collusion Affidavit
- N. Proposal Affidavit
- O. Acknowledgement of Addenda(s), if issued

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response. Submission of prior work samples included with the proposal may be by electronic media (preferably thumb drive) and must be in a common file format (.pdf, .doc, .jpg, .wav, .mov). Work samples that have been redacted to remove confidential information are appropriate and will be accepted, although, please ensure the sample maintains sufficient information to allow for review and evaluation by the Authority.

### LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Proposer:

- A. Name under which the concessionaire would enter into the Concession Agreement,
- B. Identification of the RFP that is the subject of the Proposal,
- C. Concessionaire's contact person and his or her telephone number and email address,
- D. Statement that the concessionaire shall execute a Concession Agreement in substantially the same form as that included with the RFP, amended only by exceptions or additions thereto as expressly set forth in this section,



- E. Other general information that the Concessionaire desires to include as an introduction to the Proposal.

### EXCEPTIONS AND ADDITIONS TO THE CONCESSION AGREEMENT

Concessionaire shall include a list of proposed exceptions and additions to the terms of the draft Concession Agreement, if any. Each exception or addition shall be individually set forth with reference to the Concession Agreement provision involved, the nature of the exception or addition thereto, and an explanation of the exception or addition, including proposed substitution in language.

### CONCESSIONAIRE BUSINESS FORM

Provide the following information exactly as it is to appear on the Concession Agreement; if operating under a fictitious name, so indicate.

1. Name of Firm
2. Business Purpose of the Concessionaire
3. Principal Office Address
4. Telephone Number
5. Identify which structure best describes your business entity
  - a. Individual (Sole Proprietor)
  - b. Limited Partnership
  - c. General Partnership
  - d. Corporation authorized to conduct business in Michigan
  - e. Joint Venture

#### Individual or Sole Proprietor Information

1. Has the Individual or Sole Proprietor previously conducted business in Michigan (Yes or No)?
2. If Individual or Sole Proprietor has conducted business in Michigan, indicate time period.

#### Partnership Information

If your business is operating as a partnership, please provide the following information.

1. Date of Organization
2. Business Purpose of Partnership
3. Has the Partnership previously conducted business in Michigan (Yes or No)?
4. If Partnership has conducted business in Michigan indicate time period.
5. If General Partnership, please provide name, address and percentage of ownership for each general partner, and a copy of the partnership agreement.

#### Corporate Information

If your business is operating as a corporation, please provide the following information.

1. Date of incorporation
2. State in which incorporated
3. Business purpose
4. Is the corporation authorized to conduct business in Michigan (Yes or No)?

5. If the corporation is authorized to conduct business in Michigan, provide the date when such authorization was granted.
6. Indicate whether the corporation is privately or publicly held.
7. Provide the name and address of each corporate director and his or her principal business affiliation.
8. Provide the name and position title of each corporate officer.
9. Provide a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the Officer signing the proposal to execute contracts on behalf of the corporation.

### **Joint Venture Information**

If your business is operating as a Joint Venture, please provide the following information.

1. Identify the purpose of the Joint Venture.
2. Has the Joint Venture previously conducted business in Michigan (Yes or No)?
3. If Joint Venture has conducted business in Michigan, indicate time period.
4. Provide the name and address of each Joint Venture participant and percentage of ownership of each.
5. Attach the document empowering the signatories to execute the proposal and bind the Joint Venture.
6. Include the relevant information for each Joint Venture partner (i.e., Sole Proprietorship, Partnership, Corporation, etc.), that is required above.

## **CONCESSIONAIRE BACKGROUND AND EXPERIENCE**

### **Background**

Provide a brief history of the company. Note any changes in company name(s) and ownership structure(s) and any other names under which the company(ies) have been doing business for the last five (5) years. Describe the current operations of the company as it exists today.

### **Experience**

Provide a description of the company experience in operating food and beverage and/or retail concessions (including liquor sales) and/or similar business operations. In addition, provide the following information with respect to each airport food and beverage and/or retail concession that you have operated or been awarded within the past five (5) years.

1. Name and location of airport
2. Name and telephone number of airport contact
3. Term of lease/concession in each of the above locations (commencement and termination dates)
4. Gross receipts and number of enplaned passengers for each location operated during the last three years.
5. Square footage of space/number of stores occupied
6. Number of employees per location
7. Basic financial arrangements with airport operator including, but not limited to, minimum annual guarantee, percentage payments and investment requirements.

If there have been no activities operating an airport food and beverage and/or retail concession during the last five (5) years, please provide the following information with respect to any other food and beverage and/or retail facility which you operated within the past five (5) years.

1. Name of facility and location
2. Type of facility and menu or retail items offered
3. Number of years facility in operation
4. Gross receipts for each of the last three years
5. Number of employees
6. Days and hours of operations
7. Names, addresses and telephone numbers for the landlords or property managers for each of these operations.

## FINANCIAL CAPABILITY

If organization is a publicly held corporation, please provide the following financial statements:

1. Consolidated financial statements as submitted to the Securities and Exchange Commission on Form 10K for your last two (2) fiscal years.
2. The most recent 10Q since the last 10K was submitted.
3. Any Form 8K's in your last fiscal year.
4. The last two annual reports.

If organization is privately held provide the following financial information prepared in accordance with generally accepted accounting principles (GAAP):

1. Balance sheets for the last two (2) fiscal years.
2. Statements of income for last two (2) fiscal years.
3. Statement of cash flow for last two (2) fiscal years.
4. A narrative discussion of the organization's financial condition for the last two years indicating any changes in financial position since the financial statements were prepared.
5. Any recent Management Letters, if applicable.
6. The two (2) most recent IRS tax returns.

Please note that any financial statements provided to the Authority must have been compiled, reviewed, and/or audited by an independent Certified Public Accountant, if such financial statements are available. If the financial statements provided to the Authority have not been compiled, reviewed, and/or audited, this must be disclosed in the proposal.

Indicate if you have ever had a bond forfeited or canceled. If so, give details including the name of the bonding company, date, amount of bond and the reason for the cancellation or forfeiture.

Indicate whether you or any director, principal officer, or owner of ten percent (10%) or more of your stock have ever been declared bankrupt. If so, give details including the name of the bankrupt business, date of the proceedings, court with jurisdiction and disposition.

Has it ever been determined by a court of competent jurisdiction, in any civil or criminal proceedings (and including for this purpose any plea of guilty or nolo contendere) that you or any officer, director, or (unless corporation whose stock is publicly traded) owner of ten percent (10%) or more of any class of

your stock, or any sole proprietor or general partner of proponent, or any entity controlled by or under common control with you, has intentionally failed to report to any party granting a lease or concession, or to any landlord or licensor, any gross receipts on which the calculation of rent, concession fees, license fees, percentage fees, or other similar payments are calculated? If yes, give details including the date of proceedings and court, and describe the circumstances.

Submit other evidence of your financial responsibility, including but not limited to, a credit rating from a qualified firm preparing credit ratings, a bank reference or other trade reference.

#### **Additional Information**

1. List in rank order the three food and beverage and/or retail operations that you consider your best operations in relation to the Authority's objectives at the Airport as described in the proposal documents, along with a brief discussion of the reasons you think these are your best operations.
2. Specify whether any contracts for the operation of a food and beverage and/or retail concession by your organization have been canceled and, if so, give a detailed explanation of the circumstances surrounding the cancellation.
3. Specify whether you have been awarded a food and beverage and/or retail operation and failed to execute an agreement with the awarding party. If so, give a detailed explanation of the circumstances surrounding the failure to execute the agreement.
4. Specify whether you or any entity affiliated with you have been awarded a lease or concession at any airport or other location and failed to operate the concession for the full term thereof. If so, give a detailed explanation of the circumstances surrounding the failure to operate for full term.
5. Specify whether or not any of your existing food and beverage operations have a current liquor license. If not, indicate whether or not you or your company have ever applied for a liquor license, status of that application/license and whether or not you or your company have ever been denied a license or the license has been revoked.

#### **MANAGEMENT AND OPERATING PROGRAM**

Submit a description of the management structure and operating program (including staffing plan) to be used in the operation of the food and beverage and/or retail concession. Describe the relationship of the local operating staff in Flint to the corporate structure if part of a larger corporation. Please use charts, diagrams, and descriptive materials as necessary.

Describe your personnel policies and training program.

Submit a resume of the on-site manager whom you propose to assign to the Bishop International Airport location.

Describe your customer service philosophy.

Include a description of how the organization will incorporate Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) participation to meet or exceed the Authority's goal.

## PERCENTAGE OF GROSS RECEIPTS PROPOSAL

Specify the percentage of gross receipts proposal to be paid monthly to the Authority, for the entire term of the agreement and provide assumptions and any documentation to support these figures.

## LEVEL OF INVESTMENT AND INNOVATION IN DESIGN

Some of the available areas identified are under remodel or have been recently remodeled, paid for by the Authority. Please specify the amount of investment your organization is willing to make per square foot on initial improvements to the concession area and how those investments will be allocated.

Prospective concessionaires selected for oral presentations will be required to describe in greater detail the way in which the premises may be utilized, including signage, graphics, special lighting, etc. that may be utilized to help generate interest.

Additionally, please describe innovations that will be implemented to improve the customer's experience and increase patronage for patrons conducting business at the airport and other members of the community.

## PROPOSAL FOR FOOD AND BEVERAGE CONCESSIONS

Please describe your overall proposed concept for use of each food and beverage concession area included within the proposal.

## PROPOSAL FOR RETAIL CONCESSIONS

Please describe your overall proposed concept for use of the retail concession area included within the proposal.

## DESCRIPTION OF PROPOSED MENU AND PRICING

Describe the proposed menu and submit proposed price lists for each concession area.

## REQUIRED FORMS

The following forms must be submitted with the Proposal:

- Proposal Form
- Non-Collusion Affidavit
- Proposal Affidavit
- Acknowledgement of Addenda (if appropriate)

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## PROPOSAL FORM

Date: \_\_\_\_\_, 2021

The undersigned hereby offers to enter into a Concession Agreement with the Authority for the possession, installation, maintenance, and operation of concession space at the Bishop International Airport on the terms and conditions contained in the Request for Proposals, all of which are made a part of this Proposal and of the Concession Agreement to be entered into between the successful applicant and the Bishop International Airport Authority.

In making this Proposal, the undersigned acknowledges having carefully read all of the instructions accompanying this Proposal and that all conditions contained therein are thoroughly understood.

Should the undersigned be awarded the right to operate concession space, the undersigned will execute and deliver a Concession Agreement, in substantially the same form of the agreement contained in the proposal package, as said agreement may have been modified by addenda issued prior to the opening of the proposals, plus all required insurance certificates and performance bonds (if any) within thirty (30) days of the Authority's written notice of award.

Should the undersigned fail to execute the Concession Agreement and deliver required insurance certificates and performance bonds (if any) within thirty (30) days following written notification of the Authority's acceptance of its proposal, the Authority reserves the right to withdraw its award of the concession agreement.

If the Proposal is submitted by a corporation, the undersigned must attach a resolution of the corporation's Board of Directors authorizing the undersigned to execute the Proposal Form, and the Concession Agreement, and to bind the corporation thereto. If the Proposal is being submitted by a partnership or sole proprietorship, and the undersigned is a partner of said partnership, or an agent of said partnership or sole proprietorship, then there must be attached a current power of attorney certifying the partner or agent's authority to execute the Proposal Form and Concession Agreement on behalf of the partnership or sole proprietorship, and to bind the partnership or sole proprietorship to the terms of the Proposal Form and Concession Agreement.

Firm Name: \_\_\_\_\_

The firm is a (check one):

- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture

Firm's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone:

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BY:

(Signature)

(Printed or typed name)

Title/Representative Capacity

ATTEST:

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ATTEST:

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## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### NON-COLLUSION AFFIDAVIT

The Proposer, by its officers and authorized agents or representatives present at the time of filing of this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such Bishop International Airport Authority, Flint, MI whereby such affiant or affiant(s) or either of them has paid or is to pay to such other proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiant(s) or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the Proposal sought for by the attached Proposal, that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Proposal, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Proposal sought by these Proposal Documents.

#### PROPOSING COMPANY

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#### BUSINESS ENTITY

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(Corporation-Partnership-Single Owner, etc.)

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE OF PROPOSAL:** \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_

County: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ of lawful age, bring first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal, until after the sealed Proposal is opened.

Signed: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_

County: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered nonresponsive.

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Dated Company Name of Proposer: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### EVALUATION OF PROPOSALS

#### A. Evaluation Criteria

Each proposal will be evaluated by a selection committee comprised of the Authority's management staff.

The criteria to be used in the evaluation of proposals, along with respective weighted importance as follows.

The Authority reserves the right to subject high-ranking Proposers to further evaluation by an invitation-only interview process conducted by the selection committee. Oral presentations should further explain the concept, design and business aspects of the Proposal and provide an opportunity to respond to questions that may arise before and/or during the presentation.

The selection committee will recommend to the Chief Executive Officer an agreement to the most responsive and responsible Proposer who is determined by the Authority to be in its best interests.

#### B. Evaluation Weighting and Scoring

The following weighting and points will be assigned to the Proposal for evaluation purposes:

<b><u>Company background and experience at other facilities</u> - 15%</b>	30 Points
<b><u>Financial Capability</u> – 15%</b>	30 Points
<b><u>Proposed menu, brands and pricing</u> – 20%</b>	40 Points
<b><u>Proposed management, operations and maintenance</u> – 15%</b> <b><u>plan, including staff and training</u></b>	30 Points
<b><u>Airport Concessionaire Disadvantaged Business Enterprise Participation</u> – 5%</b>	10 Points
<b><u>Concept for Concession Spaces</u> – 20%</b>	40 Points
<b><u>Innovation and Use of Facility</u> – 5%</b>	10 Points
<b><u>Projected Revenue to the Authority</u> – 5%</b>	10 Points

**GRAND TOTAL FOR WRITTEN PROPOSAL**

**200 POINT**

Exhibit A - Available Concession Space (ALL) Terminal Overview (Second Floor)

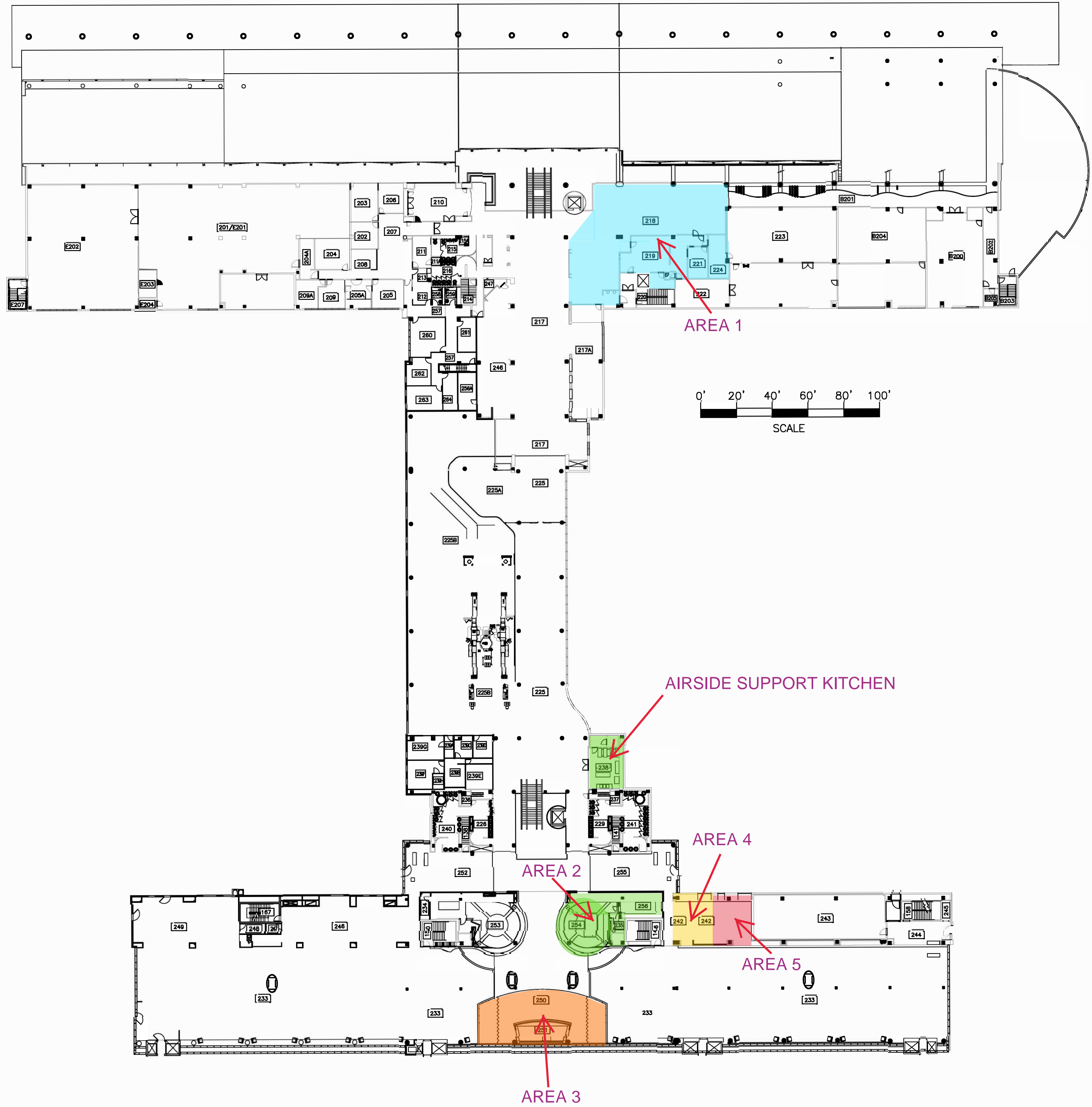
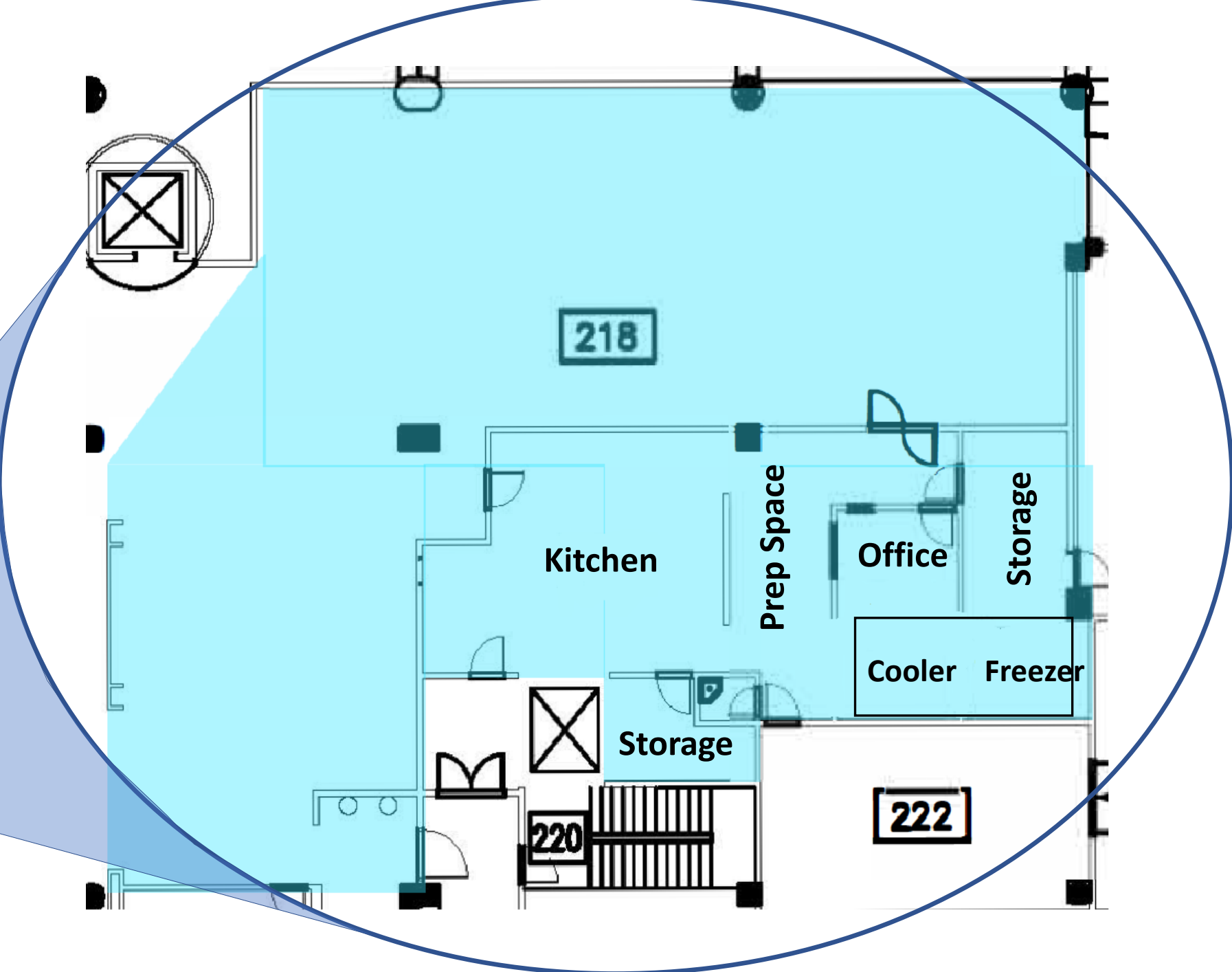
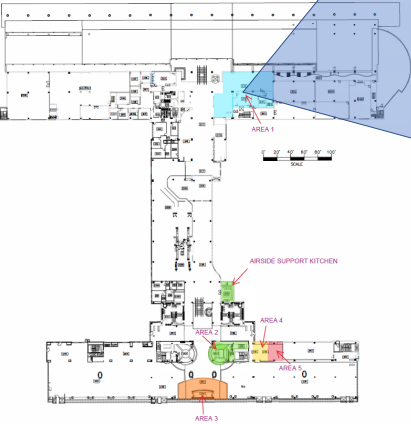
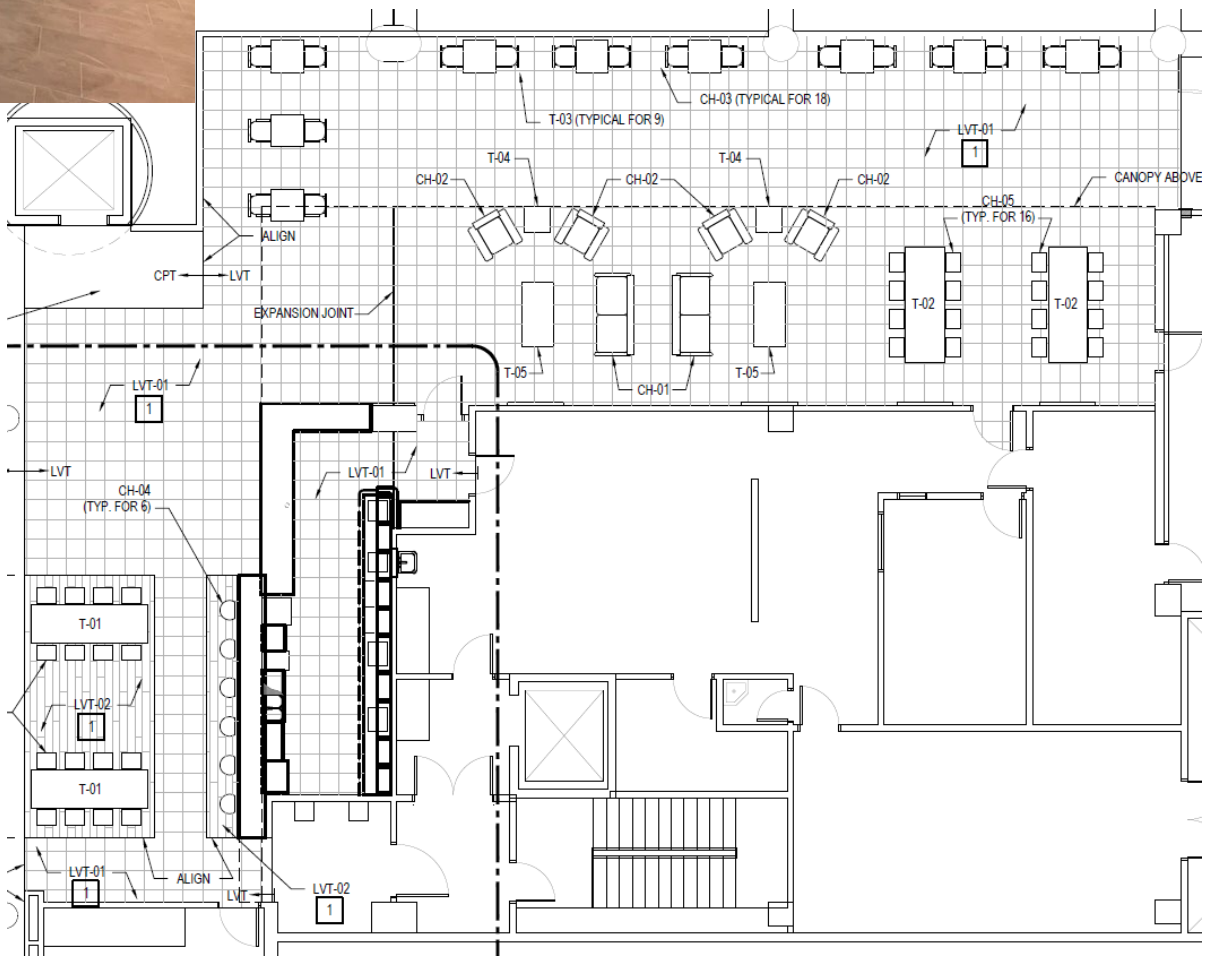
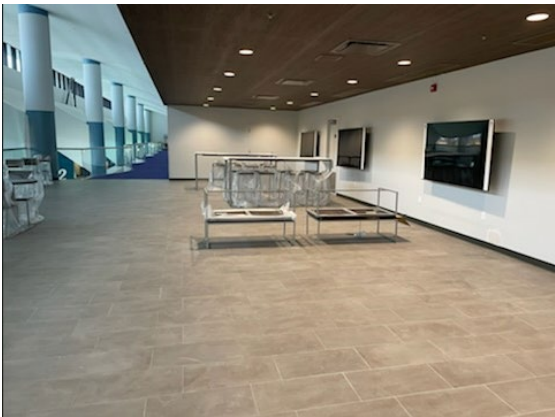
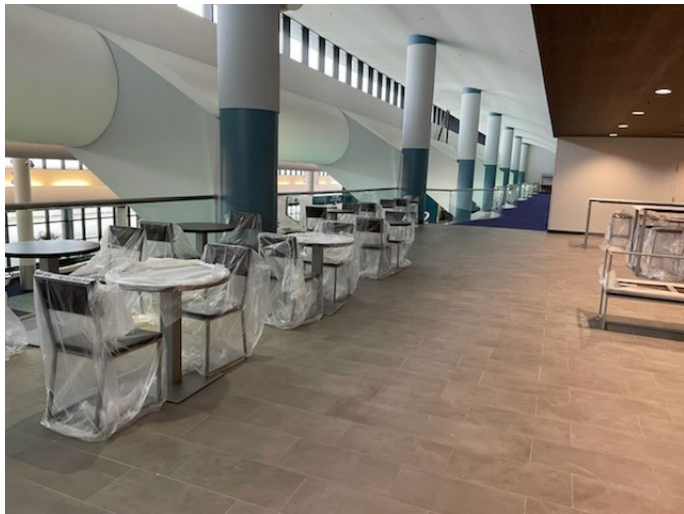


Exhibit B – Area 1 –  
Landside Restaurant





# Landside Restaurant Ongoing Renovations

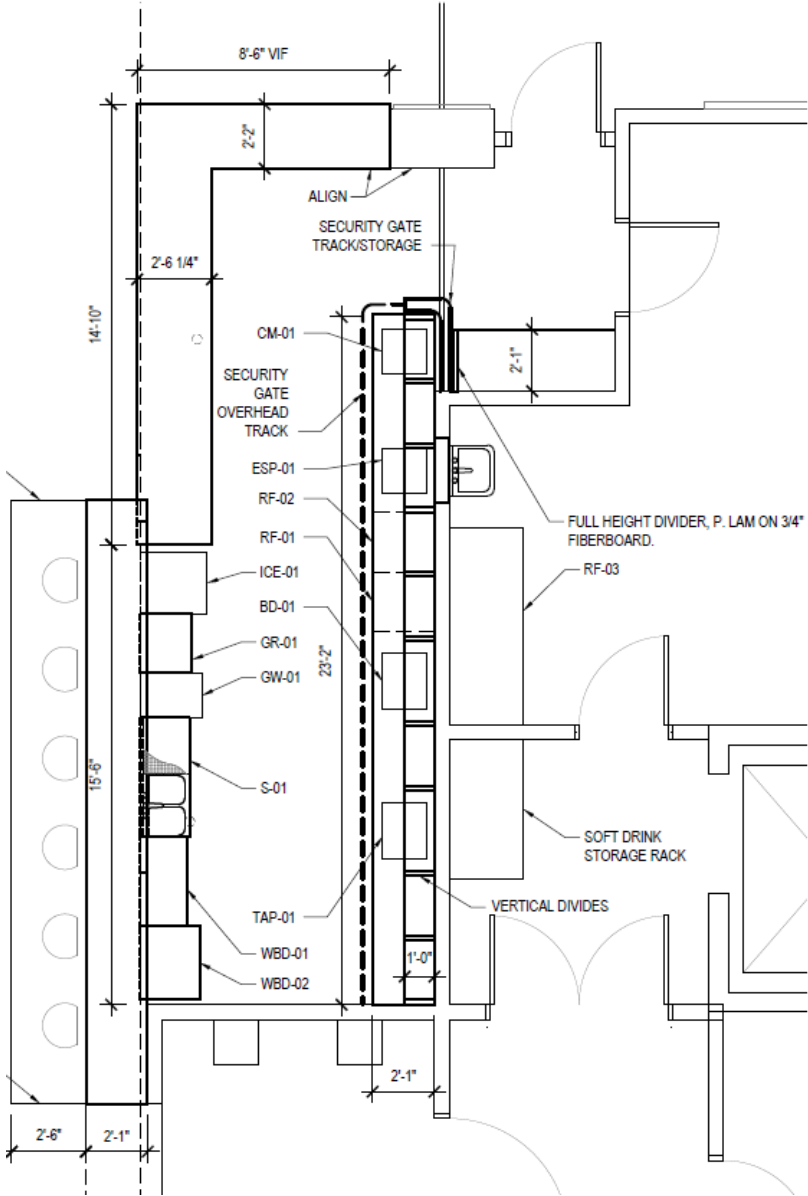


# Landside Restaurant

## New Equipment with Remodel

EQUIPMENT LEGEND

CODE	DESCRIPTION	QTY	MANUFACTURER	MODEL NUMBER	REMARKS
BD-01	BEVERAGE DISPENSER	1	SERVEND	2706459 CEV-40	8-VALVE, SANITARY LEVER, COUNTERTOP
CM-01	COFFEE MACHINE	1	EXISTING	EXISTING	EXISTING COFFEE MACHINE, RELOCATED FROM EXISTING RESTAURANT
ESP-01	ESPRESSO MACHINE	1	CIMBALI	UE110N8BFDDGA	CIMBALI M26 TE DT1 SINGLE GROUP TALL CUP, STAINLESS STEEL
GR-01	GLASS RACK	1	ADVANCE TABCO	CRCR-24	FLAT TOP, 21"WX24"L, STAINLESS STEEL
GW-01	GLASS WASHER	1	EXISTING	EXISTING	EXISTING GLASS WASHER, RELOCATED FROM EXISTING BAR
ICE-01	ICE MAKER	1	EXISTING	EXISTING	EXISTING ICE MAKER, RELOCATED FROM EXISTING BAR
RF-01	REFRIGERATOR	1	AVAVALLEY	WBRC-20-DZ	DUAL SECTION, DUAL TEMPERATURE, FULL GLASS DOOR, STAINLESS STEEL
RF-02	REFRIGERATOR	1	AVAVALLEY	BRC-84-SZ	SINGLE SECTION, FULL GLASS DOOR, STAINLESS STEEL
RF-03	REFRIGERATED CABINET	1	PERLICK	DDS84	BLACK/STAINLESS STEEL, DIRECT DRAW, (4) 1/2 KEG CAPACITY
S-01	UNDERBAR SINK	1	ADVANCE TABCO	PRB-19-42L	2-COMPARTMENT SINK, 23" DRAINBOARD, SPLASH-MOUNT FAUCET, 20"WX48"L, SS
TAP-01	TAP TOWER SYSTEM	1	SPECIFIED BY OWNER	SPECIFIED BY OWNER	INCLUDING BEVERAGE TOWER (4 TAPS), DRIP TRAY, RINSER, COUPLERS, C02 EQUIP., ETC
WBD-01	WORKBOARD	1	EAGLE GROUP	WB36-19 SPEC-BAR	19"WX36L WORKBOARD, STAINLESS STEEL
WBD-02	WORKBOARD CABINET	1	EAGLE GROUP	WBCB30-24 SPEC BAR	24"WX30"L WORKBOARD, STAINLESS STEEL



# Landside Restaurant

## Authority Owned

### Equipment List

Item #	Description	Item #	Description	Item #	Description
1	Dry Storage Shelving (6)	22	Meat Slicer	46	Refrigerated Cabinet Perlick model DDS84
2	Master-Bilt Walk-in Freezer and Cooler (9'-8" w x 25'-11" l x 7'-6" h)	23	Double door freezer CRC Classic two section	47	Underbar Sink Advance Tabco PRB-19-42L
3	Freezer Shelving	24	Stainless steel tables	48	Tap Tower System
4	Cooler Shelving	25	Fire suppression system for exhaust hood ProChem wet 7.5 gallon	49	Workboard Eagle Group model WB36-19
5	42" long stainless steel table	26	2 – Hand sinks	50	Workboard Cabinet Eagle Group model WBCB30-24
6	inSinkerator model SS100-28	27	2 – Work counters		
7	Dishwasher Hobart Model LT1	28	Refrigerated deli case McCray Model 5C-CDS35-4		
8	68.5" stainless steel table with cone	32	Blender shelf Glastender model BSA-14		
9	Stainless steel table 10' long with fabricated sink (left end)	33	Ice Bin Glastender model IBA-24		
10	Anets dough sheeter with perforator Model SDR21P	37	Restaurant tables and chairs in food court area		
11	Stainless steel table 8' long with mid shelf	38	Bar stools, sofas, tables, chairs, bench seating and trash receptables		
12	Pan racks, wire shelves	39	Beverage Dispenser Servend model 2706459 CEV-40		
13	Free standing hand sink	40	Coffee Machine		
14	Pot pan sink 92" with L & R drain boards	41	Espresso Machine Cimbali model UE110N8BFDDGA		
15	Shelving	42	Glass Rack Advance Tabco model CRCR-24		
16	Vulcan Model VSX42GT convection steamer	43	Glasswasher Glastender model GT-18		
17	Exhaust hood	44	Under counter refrigerator Avavalley model WBRC-20-DZ		
18	Volcan gas double deck convection oven Model SG22	45	Under counter refrigerator Avavalley BRC-84-SZ		
19	Char Broiler Star model 6015				
20	Royal RFT-50 Fry Station				
21	South Bend range Model 322				



Exhibit C – Area 2 –  
Airside Grill

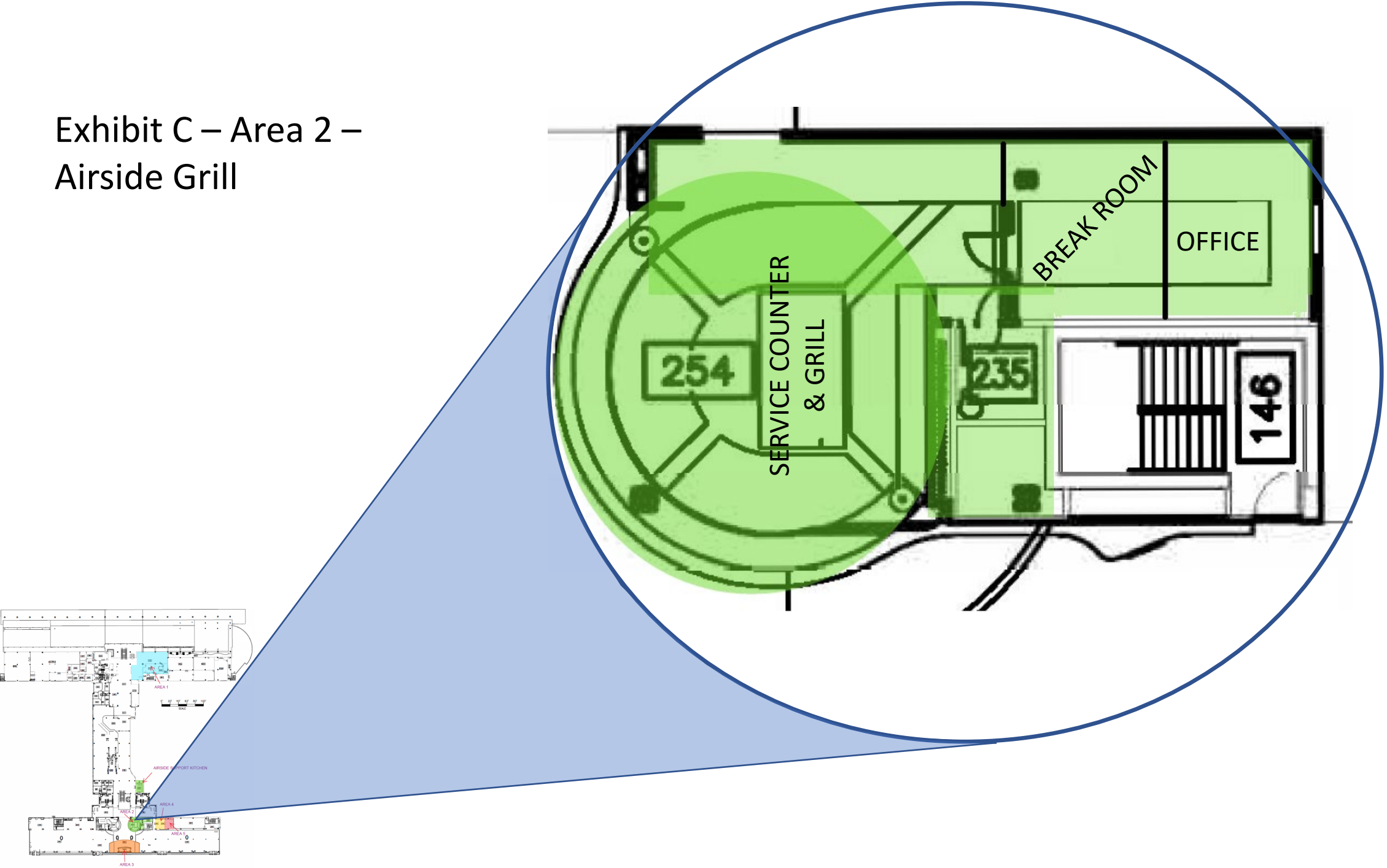


Exhibit C – Area 3 –  
Airside Bar

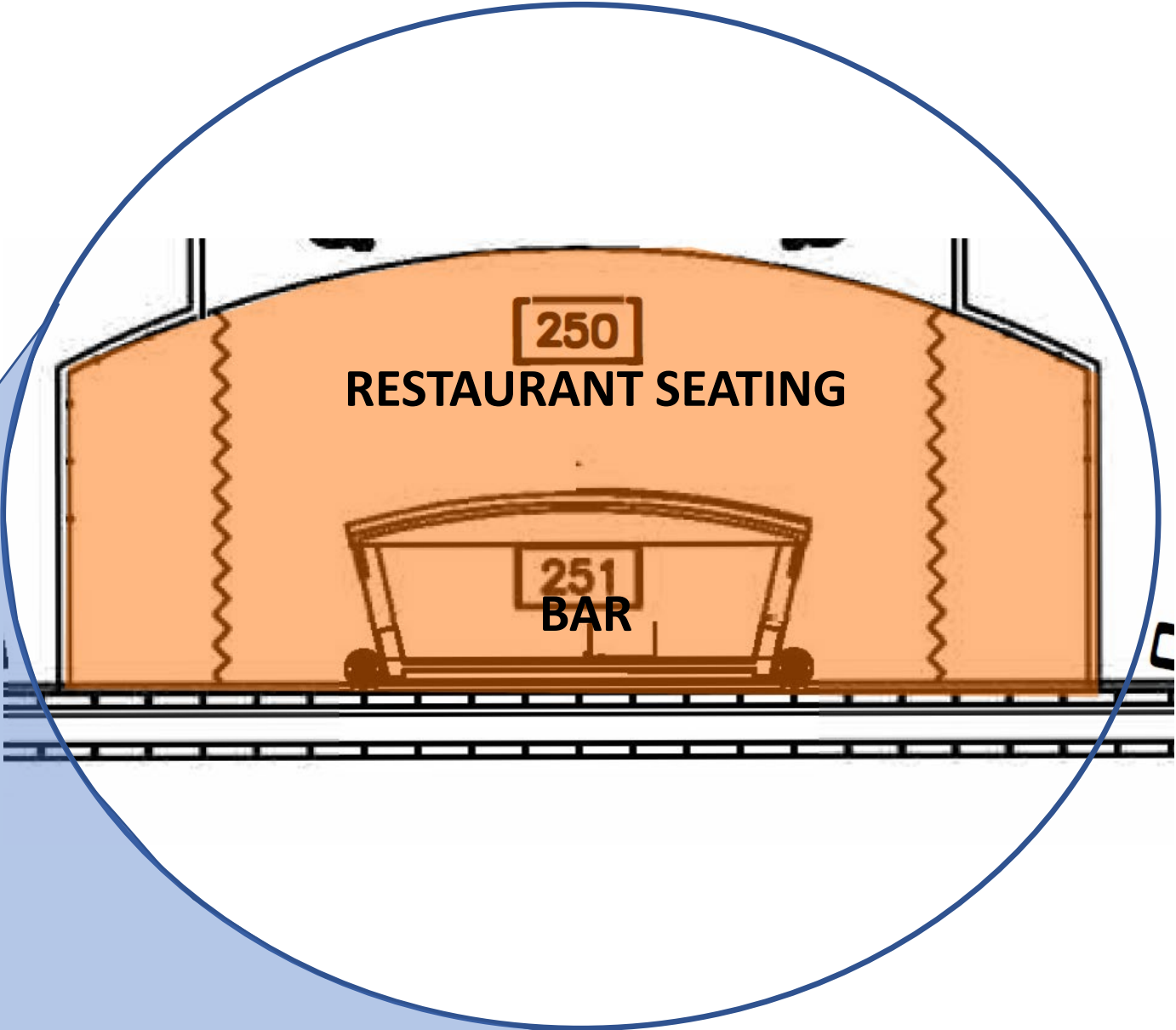
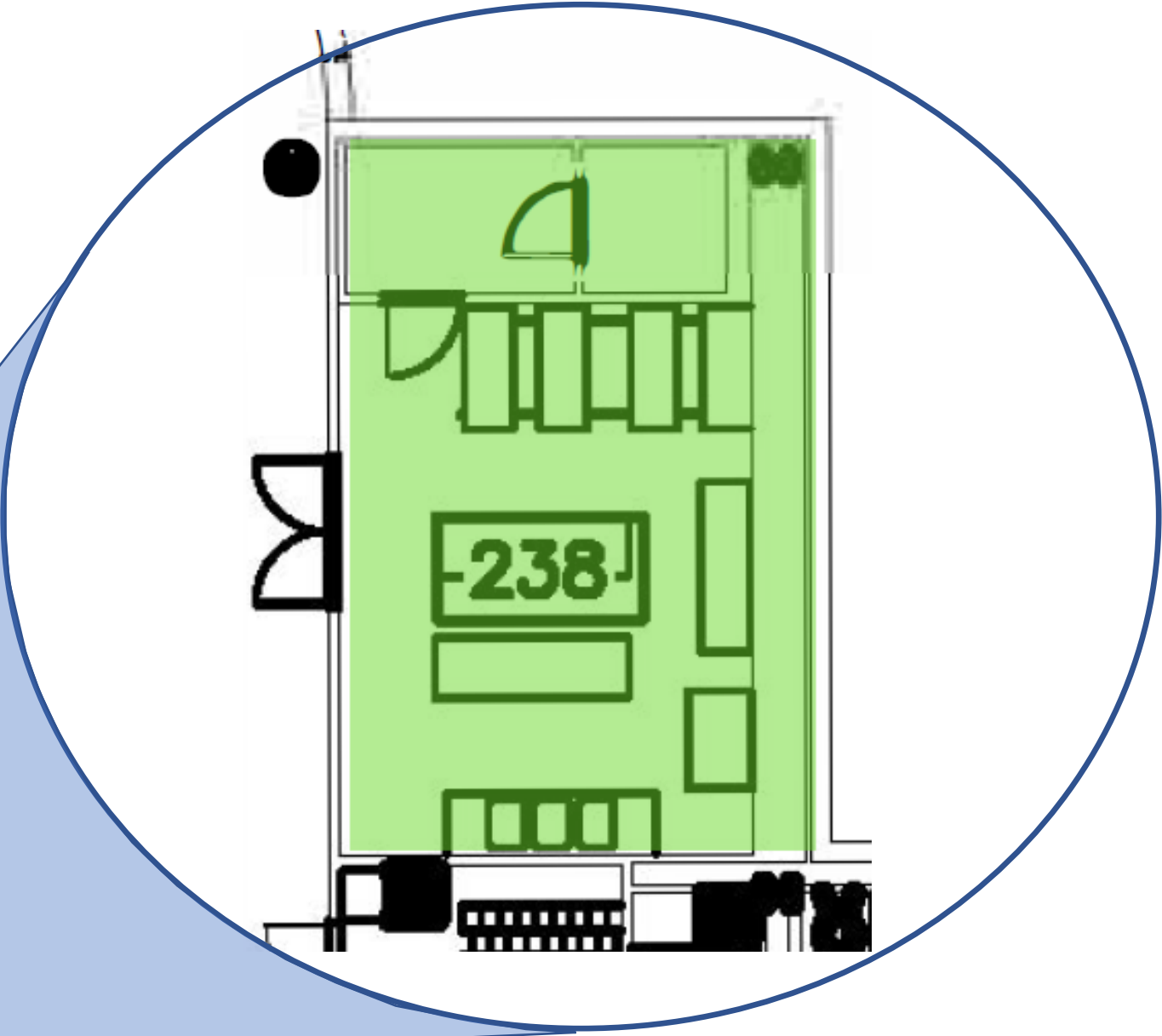


Exhibit C – Airside  
Support Kitchen

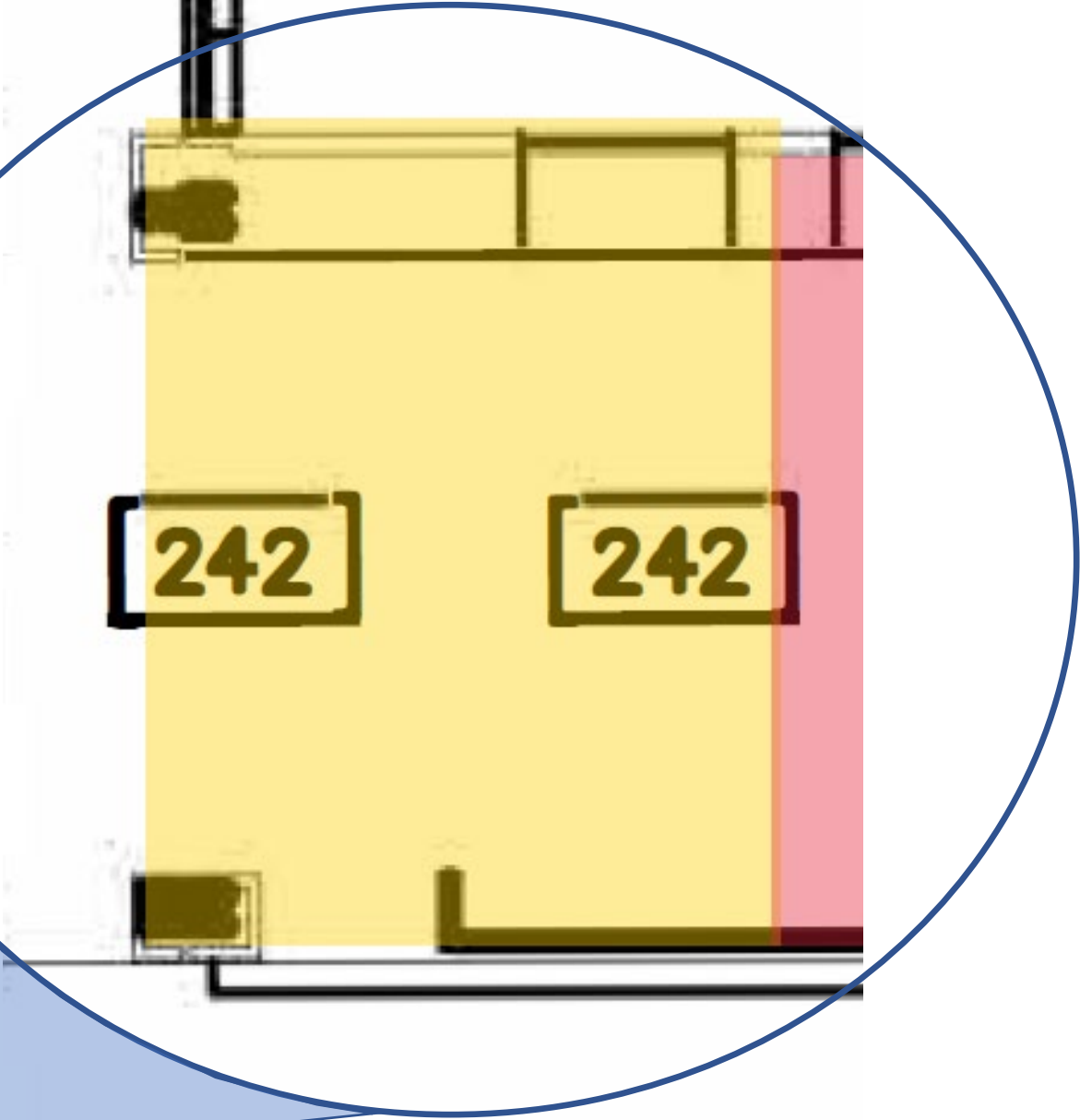
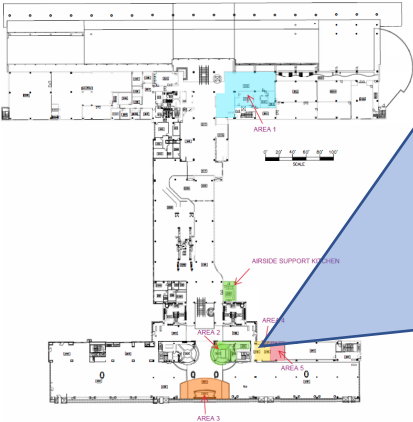


# Airside Grill, Bar and Kitchen Authority Owned Equipment List

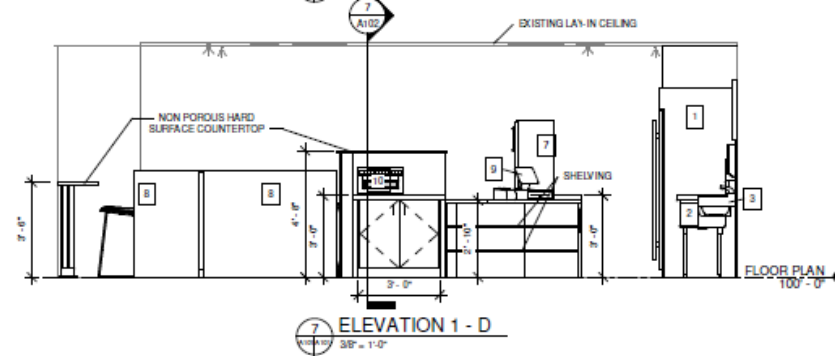
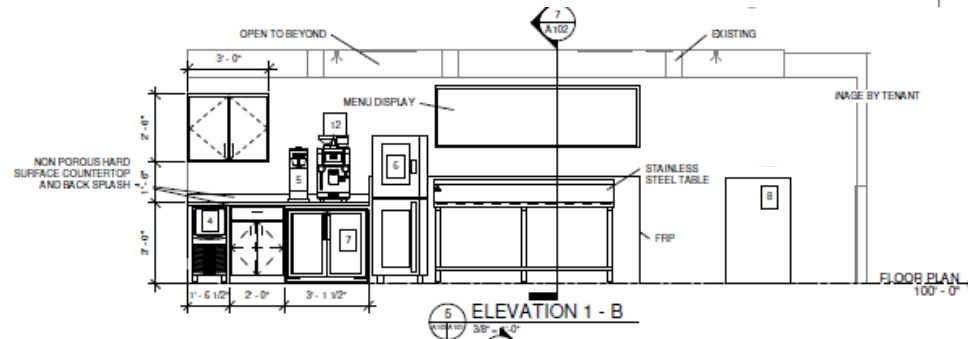
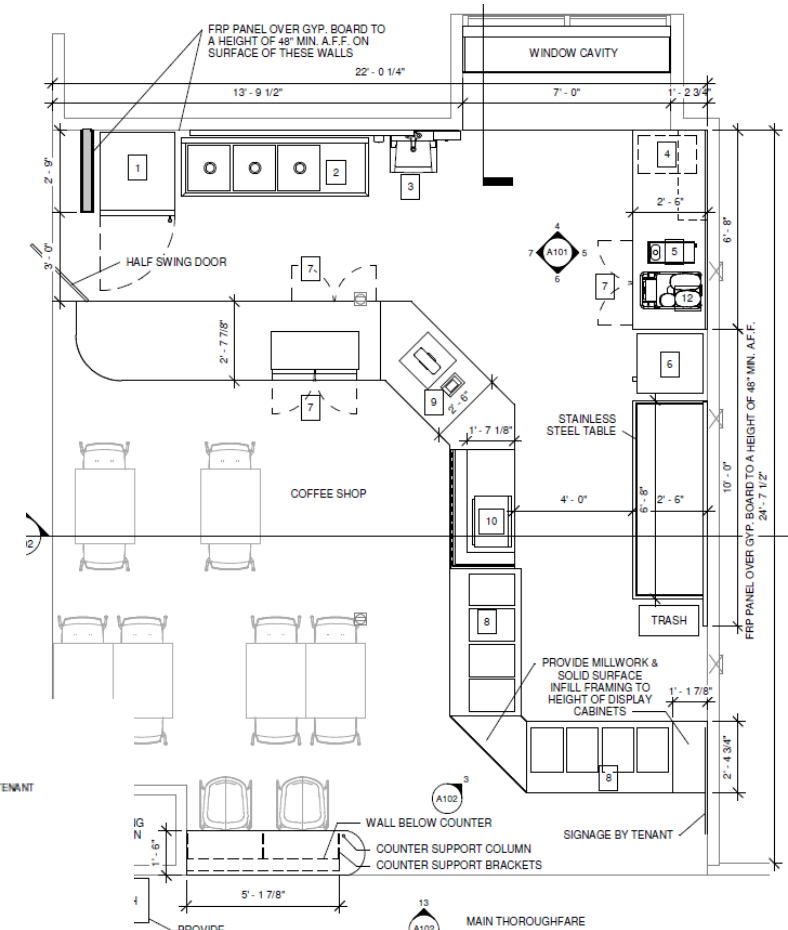
Item #	Description
1	Bar stools, sofas, tables, chairs, bench seating and trash receptables in the bar and lounge area
2	2 – Ice maker-cube style Hoshizaki Model KM-630-MAE-E
3	Ice Bin B-800PD with top hinge front opening door, approx. 600lbs of ice storage capacity
4	4C Ice bin adapter
5	Ice filter system Everpure model 9324-02 – water filler for ice makers
6	3 compartment sink – Universal stainless
7	Wall shelving Metro model Super Erecta double tier wall shelving over sink
8	Hand sink Advance/tabco model 7-PS-60-1X 10” w x 14” front to back x 5” deep stainless steel
9	Work Table Universal stainless model 7SLSB-23 24: wide top, with splash at rear, 84” long with fixed undershelf and 2 – roller bearing drawers 15” x 20” plastic pan, stainless steel housing, cradle and front
10	Wall mounted shelf stainless steel 12” wide x 7’ long
11	Food slicer
12	Cooler Shelving
13	Freezer Shelving
14	Walk-in cooler/freezer

Item #	Description
15	Eagle group prep sink model 2118-1116/4
16	Wells Universal Ventless Hood and fire suppression model WVU-48
17	Vulcan 48” electric range model EV48S-4FP24G208
18	48” straight stainless steel dishtable with sink
19	40” straight stainless steel dishtable
20	CMA high temperature ventless dishwasher model 180-VL

Exhibit D – Area 4 –  
Airside Coffee Shop



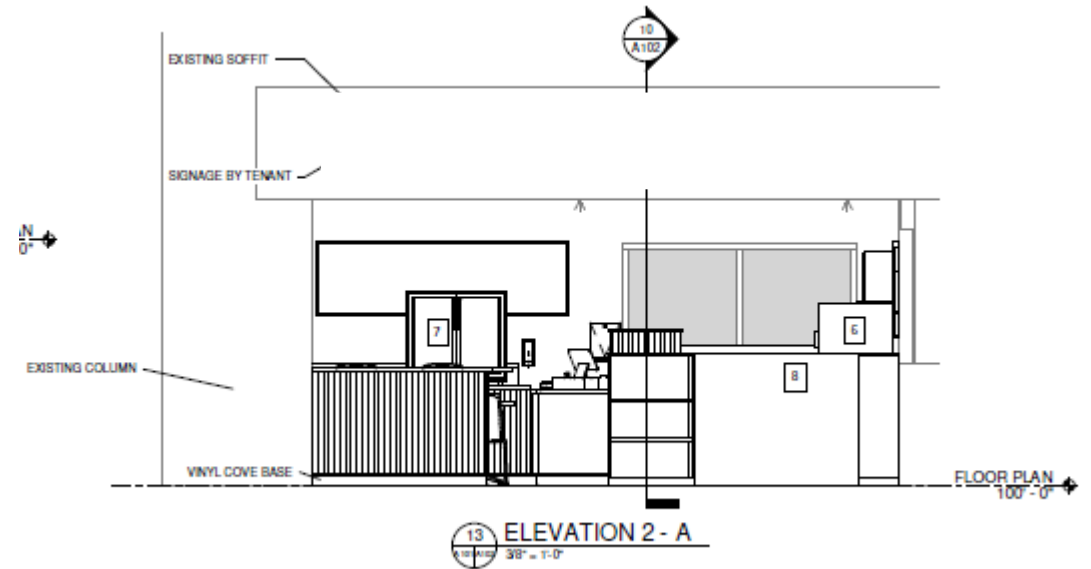
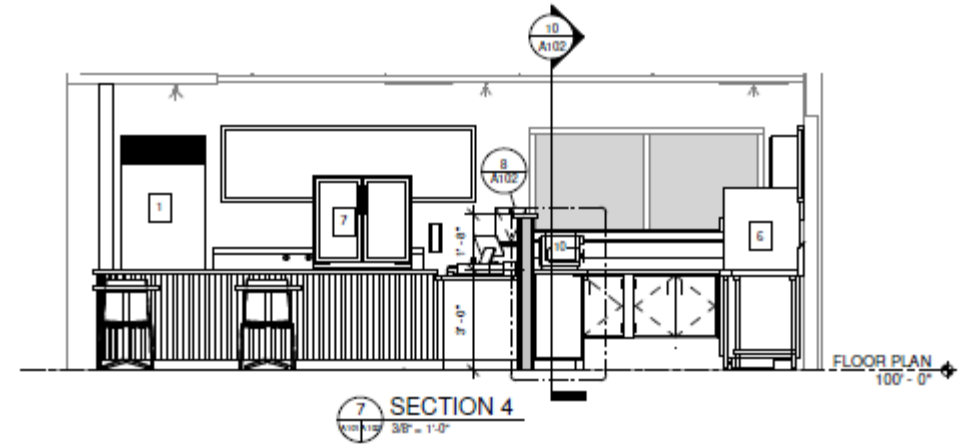
## A photograph of a warehouse interior. In the foreground, a metal frame structure is visible. The background shows a large open space with a white door, a blue pallet jack, and various equipment. The floor is concrete, and the walls are made of metal panels.

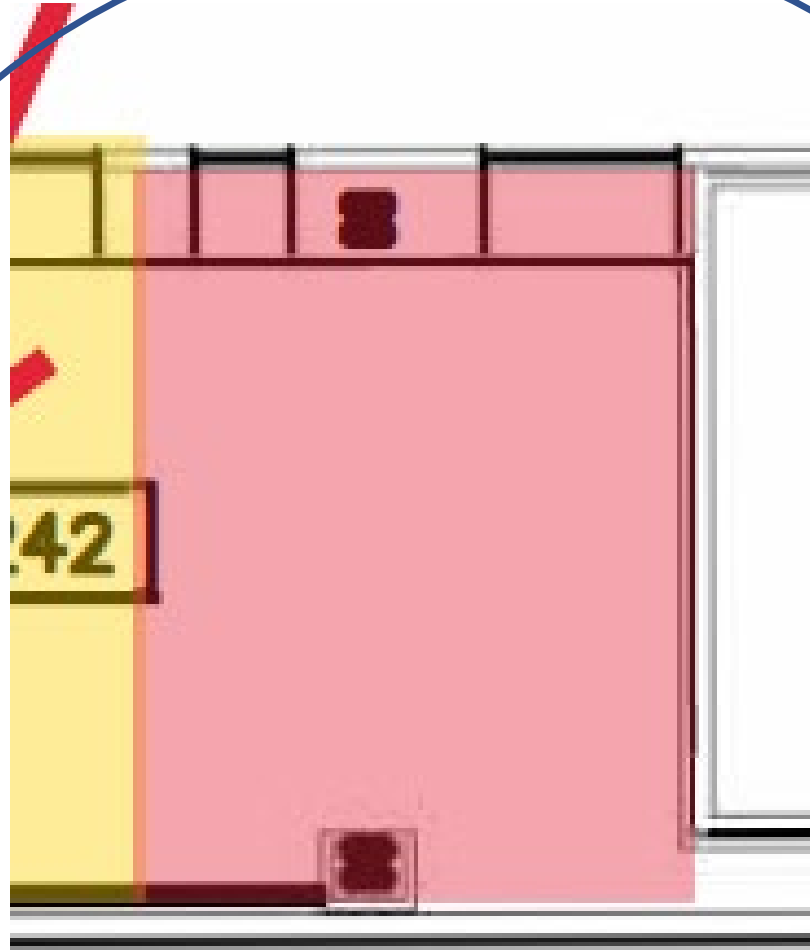




# Coffee Shop Authority Owned Equipment List

Item #	Description
1	Nugget Ice Maker with Bin Scotsman Model UN0815A-1
2	Coffee Brewer BUNN model 23001.0006
3	Beverage Merchandiser Summit model SCR7012DB
4	Microwave Oven Summit model SCM1000SS
5	Display Case, Non-refrigerated bakery MVP Group model KBD-FG-60-D
6	Espresso Cappuccino Machine Nuova Simonelli model PRONTOBAR TOUCH 2 STEP
7	3 compartment sink – Universal stainless
8	Handsink







# Exhibit F - Sample Concession Agreement

## CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Bishop International Airport Authority, an airport authority organized and existing under the laws of the State of Michigan, whose principal offices are located at the Bishop International Airport, G-3425 West Bristol Road; Flint, Michigan 48507, (hereinafter referred to as the “Authority”), and XXXXXXXXXXXX, a XXXXXXXXXXXX whose principal offices are located XXXXXXXXXXXXXXXX, XXXXXXXXXXXX, XX XXXXXX, hereinafter referred to as the “Concessionaire”:

WHEREAS, the Authority, as the operator of Bishop International Airport, hereinafter “Airport”, located in Genesee County, Michigan has determined that the provision of food and bar services is in the public interest; and

WHEREAS, Concessionaire represents that it is qualified to engage in the business of operating a restaurant and bar concession; and

WHEREAS, the Authority and Concessionaire are co-licensees of a Class C Liquor license with Sunday sales and food permits issued by the Michigan Liquor Control Commission; and

WHEREAS, the Authority deems it advantageous to the efficient operation of the Airport to enter into this Concession Agreement with Concessionaire for the operation of the restaurant and bar concession at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

## ARTICLE 1

### **Description of Services to be Provided**

1. **Restaurant and Bar**: Concessionaire agrees to operate food and beverage concession services located in the restaurant and bar areas of the Terminal Building at the Airport. Concessionaire shall use its best efforts to operate the restaurant and bar concession (hereinafter “Concession”) as a first-class operation for the benefit of the Authority, its invitees, guests and members of the public. The space provided for the delivery of the above referenced Concession services is delineated on Appendix A attached hereto (hereinafter referred to as “concession area”).

2. **Catering and Vending Services**: Concessionaire shall also be entitled to offer catering services to the airlines, Air Charter services and other Airport tenant/concessionaires. Other special catering or vending services may be provided, but only with the prior written approval of the Airport Director.

## ARTICLE 2

### **Operation of the Restaurant and Bar Concession**

1. **Menus and Prices**: The menus and prices charged by Concessionaire shall be subject to the approval of the Authority. Such approval shall not be unreasonably withheld.

2. **Hours of Operation**: The hours of operation for the restaurant and bar shall be as follows: Minimum hours shall be one hour prior to the first scheduled departure each day and will remain in operation until the last scheduled departure each day. In the event that scheduled flights are delayed past the normal last scheduled departure due to weather or other causes, Concessionaire agrees to keep open adequate food and beverage units to accommodate the needs of the public and employees until such time that the delayed flights have departed or have been cancelled. After hour services will be provided through strategically located vending machines offering a pleasing variety of food and beverage items. In any

event, the bars shall not be open prior to 7:00 a.m. Monday through Saturday and 12:00 p.m. on Sunday and shall close no later than 2:00 a.m. on any day.

3. Personnel: Concessionaire shall be responsible for the employment and supervision of the personnel necessary to operate the Concession in accordance with the terms of this Agreement. All such personnel shall be employees of Concessionaire and not of the Authority. Concessionaire shall further control the conduct and demeanor of its agents and employees. If the Authority so requests, Concessionaire agrees to supply and require its employees to wear suitable attire consistent with its corporate policies, or standards developed by the Authority, and to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Authority. Concessionaire shall keep all unauthorized personnel in its employ off the Airport Operational and Secured Areas of the Airport, as designated by the Authority.

4. Operational Supplies: Concessionaire shall be responsible for purchasing all food, non-alcoholic and alcoholic beverages, and supplies in connection with its operations pursuant to this Agreement.

### **ARTICLE 3**

#### **Fees**

Concessionaire shall pay to the Authority an annual percentage fee on gross revenue for the privilege of operating the Concession in the Authority's facilities as set forth in this article.

1. Annual fee - Restaurant and Bar concession, Catering and Vending: The percentage fee on Gross Revenue derived pursuant to the restaurant and bar concession, catering and vending services shall be paid in accordance with the following schedule:

A. Ten percent (10%) of gross revenues less than \$1,500,000,

B. Twelve percent (12%) of gross revenues greater than \$1,500,000, but not in excess of \$1,750,000,

C. Fourteen percent (14%) of gross revenues greater than \$1,750,000.

2. Gross Revenue: Is defined as all revenues, excluding sales or other excise taxes or merchandise returned to supplier for credit, received by Concessionaire in the conduct of its operations at the Airport pursuant to this Agreement.

3. Monthly Payment: The annual percentage fee shall be paid on a monthly basis in accordance with the following provisions:

A. Monthly Base Fee: On or before the twentieth day of each month following the month of operation, Concessionaire shall submit to the Authority a report showing Gross Revenues for the preceding month. Concessionaire shall pay to the Authority an amount equal to 8% of the percentage of Gross Revenue for that month.

B. Year End Adjustment: Within thirty (30) days following the end of each calendar year, Concessionaire's shall provide to the Authority a Financial Statement, certified by an officer of Concessionaire, showing Gross Revenue derived by Concessionaire's operation during the previous calendar year. Total fees due the Authority from Concessionaire shall be adjusted in accordance with the requirements of Section 1 of this Article. If additional fees are due, Concessionaire shall remit same within 30 days following notice of the amounts due.

4. It is further agreed by the parties that a service charge in the amount of one percent (1%) per month shall be added to any balance due and owing by Concessionaire for a period of thirty (30) days or more.

## ARTICLE 4

### **Financial Operations and Records**

1. **Records**: Concessionaire shall maintain accurate financial records in connection with its operations pursuant to this Agreement. Said records shall be kept in accordance with generally accepted accounting principles and for a period of three (3) years. In the event of a dispute between the parties concerning the performance of this Agreement, all records relating to the dispute shall be retained for a period of three (3) years after the dispute is resolved. The Authority shall have the right, either on its own behalf or through an independent auditor, to make scheduled inspections of such records during regular business hours, and Concessionaire shall cooperate and facilitate such inspection. The Authority shall have the right to make copies of such records as the Authority may deem appropriate for the purpose of enforcing its rights under this Agreement.

2. **Annual Statement**: Concessionaire shall furnish the Authority with a copy of its annual financial statements prepared by a Certified Public Accountant, and certified by an officer of the corporation.

## ARTICLE 5

### **Term**

The term of this Agreement shall commence on the 1st day of November, 2022, and shall expire on November 30, 2032.

## ARTICLE 6

### **Services to the Public**

Concessionaire shall furnish its services on a fair, reasonable and non-discriminatory basis to all users of the Airport. The services shall be prompt, courteous and efficient and shall be adequate to meet the demand

for said services at the Airport. Any serious customer complaints shall be reported in writing to the Airport Director.

## **ARTICLE 7**

### **Parking**

All employees of Concessionaire shall park in those areas at the Airport designated by the Airport Director during the time they are working at the Airport. The Authority reserves the right to assess a reasonable charge to Concessionaire's employees for such parking facilities.

## **ARTICLE 8**

### **Cash Registers**

Concessionaire shall maintain cash registers for the Concession which shall delineate between food and non-alcoholic beverage sales and alcoholic beverage sales.

## **ARTICLE 9**

### **Equipment, Improvements, Supplies**

#### **Maintenance and Cleaning**

1. The Authority, in consultation with Concessionaire, shall be responsible for selecting and providing the necessary equipment, fixtures, and improvements to the concession areas. A copy of the equipment provided, which is owned by the Authority, is attached as Appendix B.

2. Concessionaire shall be responsible for providing such additional tables, chairs, and operating supplies, such as kitchen utensils, dining room utensils, and glasses as may be required to conduct its operation in accordance with the terms of this Agreement.

3. Concessionaire shall be solely responsible for maintaining all of the equipment installed and owned by Concessionaire. Concessionaire shall be responsible for all routine maintenance and repair of the

concession area and all equipment, including the equipment owned by the Authority, used in connection with its operation of the Concession. Such maintenance and repair shall be done promptly. In the event of repairs necessitating expenditures of more than 50% of the replacement value of the furnishings and equipment owned by the Authority, then the Authority shall assume the cost of such maintenance or repairs and shall have the option of replacing such equipment or furniture; provided, however, that Concessionaire shall be responsible for the cost of such repair or maintenance resulting from its negligence.

4. The Authority shall, at its sole cost, be responsible for all major maintenance and repair to the structural areas used in connection with the operation of the Concession except for those repairs caused by the negligence of Concessionaire. Such maintenance and repair shall be done promptly after receipt of notice of the need for such maintenance or repair.

5. Concessionaire shall be solely responsible for providing janitorial services for the concession areas and for the proper disposal of all waste, garbage and grease in connection with its operations pursuant to this Agreement and shall utilize appropriate dumpsters or other containers as approved by the Authority.

## **ARTICLE 10**

### **Utilities**

The Authority shall be responsible for providing appropriate heating, air conditioning and other utility services to the concession areas.

## **ARTICLE 11**

### **Signs**

All signs utilized by Concessionaire shall be subject to the prior approval of the Airport Director, provided, however, that such consent shall not be unreasonably withheld.

## **ARTICLE 12**

### **Independent Contractor**

It is expressly understood by the parties that Concessionaire is and shall be deemed to be an independent contractor and not the agent, employee, or partner of the Authority.

## **ARTICLE 13**

### **Review by Michigan Liquor Control Commission**

In the event the Michigan Liquor Control Commission shall require any amendments to this Agreement, each of the parties shall either make such required amendments or this Agreement shall be terminated if the parties fail to make such amendments within ten (10) days after the request therefore by the Michigan Liquor Control Commission. In the event the Michigan Liquor Control Commission shall refuse to permit the parties to operate the bar in accordance with this Agreement, then this Agreement shall be void and of no further force and effect.

## **ARTICLE 14**

### **Indemnification**

1. The Authority shall stand indemnified by Concessionaire as provided for herein. It is expressly understood and agreed by and between the parties that Concessionaire is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefore.

2. Concessionaire agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, agents, and employees, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, including violations of the Liquor Control



Act or rules of the Commission and the Dram Shop Act, which any or all of them may hereafter incur, be responsible for or pay out, arising out of any acts or omissions of Concessionaire, its agents, guests, invitees, employees, contractors or subcontractors in connection with Concessionaire's performance of the Agreement.

3. Upon the filing with the Authority of a claim for damages arising out of incidents for which Concessionaire agrees to indemnify, defend, save and hold harmless the Authority, its officer, directors, agents and employees, the Authority shall notify Concessionaire of such claim. Any final judgment rendered against the Authority for any cause for which Concessionaire is liable hereunder shall be conclusive against Concessionaire as to liability and amount provided the Authority has notified Concessionaire of such claim as provided above.

4. The provisions of this section shall survive the expiration or early termination of this Agreement.

## **ARTICLE 15**

### **Insurance**

1. Concessionaire shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, minimum levels of insurance coverage, which shall be primary as to any other valid and collectable insurance, and in the following amounts:

- A. Comprehensive General Liability. Concessionaire shall procure and maintain a comprehensive general liability insurance policy, including automobile liability coverage for all vehicles used in connection with its operation at the Airport, with liability limits in the amounts of not less than One Million Dollars (\$1,000,000.00) per incident single limit liability for bodily injury, including death, and property damage in any one occurrence and not less than One Million Dollars (\$1,000,000.00) for other single limit liability for bodily injury, including death, and property damage in one occurrence. Said policies of insurance must include coverage for products liability and the hold harmless provision of this Agreement.
- B. Dram Shop Coverage: On behalf of the Authority and Concessionaire, as co-licensees, Concessionaire shall purchase and pay the cost of insurance coverage for bodily injury (including death) and property damage arising out of the storage, use, sale or giving away of alcoholic beverages. The limits, terms, and conditions of such coverage shall be in accordance with the requirements of the State Dram Shop Act and the rules and regulations of the Liquor Control Commission. Minimum coverage shall, for purposes of this Section, be one million dollars (\$1,000,000.00) per occurrence.
- C. The Authority, City of Flint, and Genesee County and their officers, directors, agents and employees shall be named as additional insureds on the above policies of insurance. The policies shall be written by reputable companies authorized to write such insurance in the State of Michigan, rated no less than A-IX by A.M. Best, and satisfactory to the Authority. Policies shall provide that thirty (30) days advance written notice be given to the Airport Director before a policy is canceled, materially changed or not renewed. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no

obligation or liability of any kind upon the company” shall be stricken. Concessionaire shall furnish to the Authority copies of the required Certificates of Insurance in a form satisfactory to the Authority.

- D. Workers Compensation: Concessionaire shall at all times during the course of its operating at the Airport maintain full worker’s compensation insurance in the form and amount required by Michigan law.

2. Concessionaire shall not violate the terms or prohibitions of insurance policies required to be furnished by Concessionaire. Concessionaire shall promptly notify the Authority of any claim or loss under such insurance policies and certify that proper notice has been given to the appropriate insurance carrier.

## **ARTICLE 16**

### **Taxes and Licenses**

Concessionaire shall promptly pay when due any and all taxes or assessments which may be assessed upon its property or in connection with Concessionaire’s use thereof. Concessionaire shall pay when due all license fees and permit fees applicable to its business including those required by the Liquor Control Commission, and shall acquire and keep current all licenses, municipal, state and federal, required as a result of its operating at the Airport pursuant to this Agreement.

## **ARTICLE 17**

### **Conformance with Laws**

Concessionaire agrees to abide by all federal, state and local laws, ordinances, rules and regulations which may be applicable to its operation under this Agreement and to abide by the rules and regulations of the Authority which may from time to time be formulated by the Authority in regard to the management, operation or use of the Airport.

## **ARTICLE 18**

### **Rights of Entry Reserved**

1. The Authority, by its officers, directors, employees, agents and contractors, shall have the right at all reasonable times, with Concessionaire's representative, except in cases of emergency, to enter upon the concession areas, provided such action does not unreasonably interfere with Concessionaire's use or occupancy under this Agreement.

2. Without limiting the generality of the foregoing, the Authority, by its officers, directors, employees, agents, contractors and furnishers of cost utilities and other services, shall have the right at its own expense, whether for its own benefit, or for the benefit of others to maintain existing and future mechanical, electrical and other utility systems and to enter upon the concession areas at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Authority, be necessary or advisable, and from time to time to construct or install over, in or under the concession areas such systems or parts thereof and, in connection with such maintenance, use the concession areas as access to other areas of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Authority shall not unreasonably interfere with Concessionaire's operations.

3. Any use by the Authority of the concession areas for access, repair, alteration or new construction shall be performed by the Authority with reasonable dispatch and shall be left in good order and condition as it was prior to commencement of the work.

## **ARTICLE 19**

### **Non-Discrimination**

1. Compliance with Title VI of the Civil Rights Act of 1964, 49 CFR 21.

A. 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 in the event improvements are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR PART 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. Concessionaire does hereby covenant and agree as a covenant running with the land that:

- i. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities.
- ii. In construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the provision of such construction or services.
- iii. Concessionaire shall operate the Concession in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. Concessionaire shall include the provisions of paragraph B(i) - (iii) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Concessionaire shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Concessionaire becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Concessionaire may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, Concessionaire may request the United States to enter into such litigation to protect the interests of the United States.

2. Compliance with Section 250 of the Airport and Airway Improvement Act of 1982, 14 CFR 152, Subpart E.

Concessionaire shall assure that no person is excluded from participating in, denied the benefits of, or is otherwise subjected to discrimination in the conduct of its activities, on the grounds of race, creed, color, national origin or sex and shall comply with the requirements of 14 CFR 152 Subpart E to the extent that such requirements are applicable to Concessionaire's activities at the Airport.

3. Compliance with the Lease Agreement Between the Authority and the City of Flint.

Concessionaire agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related to employment because of such employee's or applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.

4. Compliance with sections 1209 and 2209 of MCLA Chapter 37:

Concessionaire and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Furthermore, the concessionaire and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of these covenants may be regarded as a material breach of the contract.

5. Cooperation with Enforcement Procedures.

Concessionaire further agrees to comply with such enforcement procedures as the United States might demand that the Authority take in order to comply with its Sponsor's Assurances to the United States.

**ARTICLE 20**

**Termination of Agreement**

The Authority shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the Concessionaire. Such notice shall contain specific issue(s) of default by Concessionaire. Concessionaire shall have the right to correct such issue(s) during the sixty (60) day period prior to the termination date. If Concessionaire corrects the specified default issue(s) during this sixty (60) day period, Agreement shall continue without

interruption. The Authority's acceptance of the continuation of the Agreement shall not be unreasonably withheld.

In the event this Agreement is terminated Concessionaire shall remove its equipment and other personal property from the Airport within ten (10) days from the date of termination. In the event Concessionaire fails to remove its property within said time period, the Authority may remove its property and store it at the sole expense of Concessionaire, and Concessionaire agrees to pay the Authority for such expense promptly upon receipt of proper invoices therefore. Upon termination of this Agreement, all of Concessionaire's right, title and interest in the license liquor for sale of alcoholic beverages at the Airport shall expire.

## **ARTICLE 21**

### **Cumulative Remedies**

Each of the rights and remedies provided by this Agreement shall be cumulative and shall not be exclusive of any other rights or remedies provided by this Agreement or allowed by law. The exercise by the Authority or Concessionaire of its right to terminate this Agreement shall not operate to deprive the Authority or Concessionaire of its right to seek damages or other relief for the violation by the other party of any of the terms or conditions of this Agreement.

## **ARTICLE 22**

### **Assignment and Subleasing**



1. Concessionaire agrees that it will not sell, convey, transfer, mortgage or assign this Agreement or any part thereof, or any rights created thereby, without prior written consent of the Authority. A request for assignment shall be submitted in writing at least sixty (60) days prior to the proposed date of the assignment. The Authority shall not unreasonably delay action on Concessionaire's request for assignment.

2. Any assignment approved by the Authority shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, including, but not limited to, the payment of all sums due, and to become due, by assignee under the terms hereof and that at the time of assignment Concessionaire is in compliance with all the terms and conditions of this Agreement.

3. Concessionaire agrees that it will not sublease the concession areas.

4. Any assignment or transfer of this Agreement or any rights of Concessionaire hereunder without the prior written consent of the Authority, or subleasing all or any part of the concession area, shall convey to the Authority the right to terminate this Agreement at its sole discretion.

## **ARTICLE 23**

### **Conflict of Interest**

Concessionaire covenants and agrees that, upon the signing of this Agreement, or within five (5) days after the acquisition of any interest herein described during the term of this Agreement, Concessionaire shall disclose in writing to the Authority whether any Board Member, officer, director, or employee of the Authority has or hereafter acquires any direct, indirect, legal or beneficial interest in Concessionaire or in any contract, lease or agreement

between the Authority and Concessionaire, or in any franchise, concession, right or privilege of any nature herein or otherwise granted by the Authority to Concessionaire.

## **ARTICLE 24**

### **General Provisions**

1. The Authority reserves the right to further develop or improve the Airport as it sees fit.
2. The Authority reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Concessionaire in this regard.
3. During a time of war or national emergency, the Authority shall have the right to lease the landing area or any part of the Airport to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
4. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport, which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft, as determined by the appropriate federal rules and regulations including, but not limited to 14 CFR Part 77.
5. Use Nonexclusive: This Agreement shall be nonexclusive and subordinate to the provisions of the Master Lease between the City of Flint and the Authority and to the provisions of any existing or future agreements between the Authority and the United States, 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.

6. Should the operation of the Airport by the Authority be restricted substantially by action of the Federal or State governments, or any agency or political subdivision thereof, so as to affect, in substantial measure, the operation of Concessionaire's business, Concessionaire shall have the right, on thirty (30) days written notice, to a suspension of this Agreement and an abatement of a just proportion of the payments to become due hereunder, or both, until such time as such restrictions shall have been lifted and normal operations restored.

7. Waivers: Failure by the Authority to insist upon the strict performance by Concessionaire of any of the terms or conditions herein contained shall not constitute a waiver of the Authority's right to thereafter enforce any such term or condition, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive the Authority of any co-existing right to seek damages or other remedies arising from the default of Concessionaire.

8. The acceptance of rents or fees or the continued performance by the Authority of its obligations under this Agreement after a default by Concessionaire in its performance of any of its obligations under this Agreement shall not be deemed a waiver of the Authority's right to terminate this Agreement for such default other than a default in the payment of rents or fees which are subsequently accepted by the Authority.

9. Concessionaire shall not use, or permit the use of, the concession area or any part thereof, for any purpose or use other than those authorized by this Agreement.

10. Choice of law and venue: This Agreement shall be performable and enforceable in Genesee County, Michigan, and shall be construed in accordance with the laws of the State of Michigan.

11. This Agreement is made for the sole and exclusive benefit of the Authority and Concessionaire, their successors and assigns, and is not made for the benefit of any third party.

12. In the event of any ambiguity in any of the terms of this agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

13. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

14. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

15. Nothing herein contained shall create or be construed to create a co-partnership between the Authority and Concessionaire or to constitute Concessionaire an agent of the Authority. The Authority and Concessionaire each expressly disclaim the existence of such a relationship between them.

16. Quiet Enjoyment: The Authority agrees that, on payment of the rents, fees, charges, licenses and taxes provided for in this Agreement and the performance of the covenants and agreements on the part of Concessionaire to be performed pursuant to this Agreement, Concessionaire shall peaceably have the concession area subject to the provisions of this Agreement.

17. Invalid Provision: In the event any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either the Authority or

Concessionaire in its respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.

18. Interpretation of Agreement: Nothing in the Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any right of ownership enjoyed by the Authority in the Airport property, or in any manner waiving or limiting the Authority's control over the management, operation, or maintenance of the Airport property, except as specifically provided for in this Agreement, or in any manner impairing the governmental right of the Authority.

19. Force Majeure: Neither the Authority nor Lessee shall be deemed to be in violation of this Agreement for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which it is not responsible and/or which are not within its control.

20. Notices: Notices to the parties shall be deemed sufficient if in writing and mailed, postage prepaid, address to:

The Authority: Bishop International Airport Authority  
G-3425 W. Bristol Road  
Flint, MI 48507 ATTN: Airport Director

Concessionaire: XXXXXXXX  
XXXXXXXX

XXXXXXX

## **ARTICLE 25**

### **Entire Agreement**

1. This agreement consists of Articles 1 to 25 inclusive and Appendix A and B.
2. This Agreement represents the entire and integrated agreement between the Authority and Concessionaire superseding all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument

signed by both the Authority and Concessionaire. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement on the day and year written above.

SIGNED IN THE PRESENCE OF:

BISHOP INTERNATIONAL AIRPORT  
AUTHORITY

\_\_\_\_\_ By: \_\_\_\_\_

XXXXXXXXXXXXXXXXXXXXXXXXXXXX,

\_\_\_\_\_ By: \_\_\_\_\_

XXXXXXXXXXXXXXXXXXXX

## Exhibit G - Flight Schedule

## Current Schedule

Departures	Monday, July 22, 2024										Tuesday, July 23, 2024										Wednesday, July 24, 2024										Thursday, July 25, 2024										Friday, July 26, 2024									
	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available														
	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50														
	Allegiant	2838	Punta Gorda	6:04 AM	A320	186	American	5642	Charlotte	6:13 AM	CRJ9	76	American	5642	Charlotte	6:13 AM	CRJ9	76	American	5642	Charlotte	6:13 AM	CRJ9	76	American	5642	Charlotte	6:13 AM	CRJ9	76	American	5642	Charlotte	6:13 AM	CRJ9	76														
	American	5642	Charlotte	6:13 AM	CRJ9	76	American	3694	Chicago	7:15 AM	EMB145	50	Allegiant	2832	Phoenix/Mesa	7:00 AM	A320	186	Allegiant	2858	Tampa/St. Pet	7:04 AM	A320	186	Allegiant	2838	Punta Gorda	7:04 AM	A320	186	American	3694	Chicago	7:15 AM	EMB145	50														
	American	3694	Chicago	7:15 AM	EMB145	50	American	5127	Charlotte	1:44 PM	CRJ9	76	American	3694	Chicago	7:15 AM	EMB145	50	American	3694	Chicago	7:15 AM	EMB145	50	American	3694	Chicago	7:15 AM	EMB145	50	American	3694	Chicago	7:15 AM	EMB145	50														
	Allegiant	2859	Jacksonville	8:28 AM	A320	186	Allegiant	2858	Tampa/St. Pet	2:16 PM	A320	186	Allegiant	2865	Savannah	12:52 PM	A320	186	Allegiant	2849	Boston	8:22 AM	A320	186	Allegiant	2856	Jacksonville	8:28 AM	A320	186	American	5127	Charlotte	1:15 AM	CRJ7	65														
	American	5127	Charlotte	1:44 PM	CRJ7	65	American	3526	Chicago	4:05 PM	EMB145	50	American	5127	Charlotte	1:44 PM	CRJ9	76	American	5127	Charlotte	1:44 PM	CRJ9	76	American	5127	Charlotte	1:44 PM	CRJ9	76	American	5127	Charlotte	1:44 PM	CRJ9	76														
	Allegiant	2867	Las Vegas	2:47 PM	A320	186	United	3807	Chicago	4:47 PM	CRJ2	50	American	2845	Sarasota	2:08 PM	A320	186	Allegiant	2867	Las Vegas	2:47 PM	A320	186	Allegiant	2856	Chicago	4:05 PM	EMB145	50	American	3526	Punta Gorda	2:01 PM	A320	186														
	American	3526	Chicago	4:05 PM	EMB145	50	United	3807	Chicago	4:47 PM	CRJ2	50	Allegiant	2428	Irlando/Sanfor	2:40 PM	A320	186	American	3526	Chicago	4:05 PM	EMB145	50	American	3526	Chicago	4:05 PM	EMB145	50	Allegiant	2845	Irlando/Sanfor	2:40 PM	A320	186														
United	3807	Chicago	4:47 PM	CRJ2	50	United	3807	Chicago	4:47 PM	CRJ2	50	Allegiant	621	Nashville	3:45 PM	A320	156	Allegiant	621	Nashville	3:45 PM	A320	156	Allegiant	621	Nashville	3:45 PM	A320	156	Allegiant	621	Nashville	3:45 PM	A320	156															
												United	3807	Chicago	4:47 PM	CRJ2	50	United	3807	Chicago	4:47 PM	CRJ2	50	United	3807	Chicago	4:47 PM	CRJ2	50	United	3807	Chicago	4:47 PM	CRJ2	50															

Arrivals	Monday, July 22, 2024										Tuesday, July 23, 2024										Wednesday, July 24, 2024										Thursday, July 25, 2024										Friday, July 26, 2024									
	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available														
	Allegiant	2846	Punta Gorda	12:22 PM	A320	186	American	5451	Charlotte	1:12 PM	CRJ9	76	American	5451	Charlotte	1:11 PM	CRJ9	76	American	5451	Charlotte	1:11 PM	CRJ9	76	American	5451	Charlotte	1:11 PM	CRJ9	76	American	5451	Charlotte	1:11 PM	CRJ9	76														
	American	5451	Charlotte	1:14 PM	CRJ7	65	American	3526	Chicago	3:38 PM	EMB145	50	American	3526	Chicago	3:38 PM	EMB145	50	American	3526	Chicago	3:38 PM	EMB145	50	American	3526	Chicago	3:38 PM	EMB145	50	American	3526	Chicago	3:38 PM	EMB145	50														
	American	3526	Chicago	3:38 PM	EMB145	50	United	3810	Chicago	4:12 PM	CRJ2	50	United	3810	Chicago	4:12 PM	CRJ2	50	United	3810	Chicago	4:12 PM	CRJ2	50	United	3810	Chicago	4:12 PM	CRJ2	50	United	3810	Chicago	4:12 PM	CRJ2	50														
	United	3810	Chicago	4:12 PM	CRJ2	50	Allegiant	2877	Tampa/St. Pet	8:18 PM	A320	186	Allegiant	2841	Phoenix/Mesa	3:50 PM	A320	186	Allegiant	2850	Boston	1:18 PM	A320	186	Allegiant	2863	Tampa/St. Pet	3:02 PM	A320	186	Allegiant	2850	Boston	1:18 PM	A320	186														
	Allegiant	2860	Jacksonville	7:00 PM	A320	186	American	5630	Charlotte	10:22 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76														
	American	5630	Charlotte	10:20 PM	CRJ9	76	American	3573	Chicago	11:04 PM	EMB145	50	Allegiant	2581	Punta Gorda	10:58 PM	A320	186	Allegiant	2581	Punta Gorda	10:58 PM	A320	186	Allegiant	2581	Punta Gorda	10:58 PM	A320	186	Allegiant	2581	Punta Gorda	10:58 PM	A320	186														
	American	3563	Chicago	11:04 PM	EMB145	50	United	3823	Chicago	11:24 PM	CRJ2	50	American	3573	Chicago	11:04 PM	EMB145	50	American	3573	Chicago	11:04 PM	EMB145	50	American	3573	Chicago	11:04 PM	EMB145	50	American	3573	Chicago	11:04 PM	EMB145	50														
	United	3823	Chicago	11:24 PM	CRJ2	50	Allegiant	2838	Savannah	11:05 PM	A320	186	Allegiant	2838	Savannah	11:05 PM	A320	186	Allegiant	2838	Savannah	11:05 PM	A320	186	Allegiant	2838	Savannah	11:05 PM	A320	186	Allegiant	2838	Savannah	11:05 PM	A320	186														
Allegiant	2842	Las Vegas	11:44 PM	A320	186	United	3823	Chicago	11:24 PM	CRJ2	50	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76	American	5630	Charlotte	10:20 PM	CRJ9	76															

## Past Spring Schedule 2022

Departures	Monday, 12-25-24					Tuesday, 12-26-24					Wednesday, 12-27-24					Thursday, 12-28-24					Friday, 12-29-24					Saturday, 12-30-24					Sunday, 12-31-24					
	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available	Airline	Flight Number	Destination	Departure Time	Aircraft Type	Seats Available
	American	5642	Charlotte	6:00 AM	CRJ9	76	American	5642	Charlotte	6:00 AM	CRJ9	76	American	5642	Charlotte	6:00 AM	CRJ9	76	American	5642	Charlotte	6:00 AM	CRJ9	76	American	5642	Charlotte	6:00 AM	CRJ9	76	American	5642	Charlotte	6:00 AM	CRJ9	76
	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50	United	3728	Chicago	6:00 AM	CRJ2	50
	Allegiant	2833	Las Vegas	6:30 AM	A320	186	Allegiant	2835	Tampa/St. Peti	8:05 AM	A320	186	Allegiant	2844	Punta Gorda	7:15 AM	A320	186	Allegiant	2833	Las Vegas	6:30 AM	A320	186	American	3694	Chicago	7:02 AM	EMB145	50	Allegiant	2867	Punta Gorda	7:00 AM	A320	186
	Allegiant	2764	Tampa/St. Peti	7:00 AM	A320	186	American	4215	Chicago	9:25 AM	EMB145	50	Allegiant	2858	Tampa/St. Peti	8:00 AM	A320	186	Allegiant	2875	Tampa/St. Peti	7:30 AM	A320	186	American	3694	Chicago	7:02 AM	A320	186	American	3694	Chicago	7:02 AM	A320	186
	American	3694	Chicago	7:02 AM	EMB 145	50	American	3766	Chicago	1:05 PM	EMB145	50	American	4212	Chicago	9:25 AM	EMB145	50	American	3694	Chicago	7:02 AM	EMB145	50	American	3694	Chicago	7:02 AM	EMB145	50	Allegiant	2845	Punta Gorda	8:03 AM	A320	186
	Allegiant	2859	Jacksonville	8:40 AM	A320	186	Allegiant	2857	Punta Gorda	3:03 PM	A320	186	Allegiant	4246	FT Lauderdale	9:30 AM	A320	186	Allegiant	2859	Jacksonville	8:40 AM	A320	186	Allegiant	2866	Tampa/St. Peti	9:04 AM	A320	186	Allegiant	2866	Tampa/St. Peti	9:04 AM	A320	186
	American	3766	Chicago	11:25 AM	EMB 145	50	American	3559	Charlotte	3:21 PM	CRJ7	65	American	3767	Chicago	1:05 PM	EMB 145	50	American	3766	Chicago	11:25 AM	EMB145	50	American	3766	Chicago	11:25 AM	EMB145	50	American	3766	Chicago	11:25 AM	EMB145	50
	Allegiant	2879	Irlando/Sanfor	1:58 PM	A320	186	United	3807	Chicago	4:25 PM	CRJ2	50	Allegiant	2879	Irlando/Sanfor	1:58 PM	A320	186	Allegiant	2867	Punta Gorda	7:15 PM	A320	186	Allegiant	2867	Punta Gorda	7:15 PM	A320	186	Allegiant	2867	Punta Gorda	7:15 PM	A320	186
Allegiant	2867	Punta Gorda	2:51 PM	A320	186	United	3807	Chicago	4:25 PM	CRJ2	50	Allegiant	2852	Irlando/Sanfor	3:00 PM	A320	186	Allegiant	2867	Punta Gorda	7:15 PM	A320	186	American	3694	Chicago	7:02 AM	A320	186	American	3694	Chicago	7:02 AM	A320	186	
United	3807	Chicago	4:25 PM	CRJ2	50	Allegiant	2807	Chicago	4:25 PM	CRJ2	50	Allegiant	2845	Punta Gorda	2:23 PM	A320	186	American	3694	Chicago	7:02 AM	EMB145	50	Allegiant	2845	Punta Gorda	2:23 PM	A320	186	United	3807	Chicago	4:25 PM	CRJ2	50	
Allegiant	2878	Sarasota	4:35 PM	A320	186	Allegiant	1180	Phoenix/Mesa	10:17 PM	A320	186	United	3808	Chicago	4:25 PM	CRJ2	50	Allegiant	2844	Sarasota	4:35 PM	A320	186	Allegiant	2867	Punta Gorda	3:56 PM	A320	186	American	3766	Chicago	6:35 PM	EMB145	50	
Arrivals	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available	Airline	Flight Number	Originating Airport	Arrival Time	Aircraft Type	Seats Available
	American	5630	Charlotte	12:35 AM	CRJ9	76	American	3766	Chicago	12:38 PM	EMB145	50	American	5630	Charlotte	12:35 AM	CRJ9	76	American	5630	Charlotte	12:35 AM	CRJ9	76	American	5630	Charlotte	12:35 AM	CRJ9	76	American	5630	Charlotte	12:35 AM	CRJ9	76
	American	3766	Chicago	10:43 AM	EMB 145	50	Allegiant	2869	Tampa/St. Peti	2:08 PM	A320	186	Allegiant	2874	Punta Gorda	1:40 PM	A320	186	American	3766	Chicago	10:43 AM	EMB145	50	American	3766	Chicago	10:43 AM	EMB145	50	American	3766	Chicago	10:43 AM	EMB145	50
	Allegiant	2835	Tampa/St. Peti	1:03 PM	A320	186	American	5559	Charlotte	2:50 PM	CRJ7	65	Allegiant	2869	Tampa/St. Peti	2:04 PM	A320	186	American	3766	Chicago	10:43 AM	EMB145	50	Allegiant	2838	Tampa/St. Peti	1:02 PM	A320	186	American	3766	Chicago	10:43 AM	EMB145	50
	Allegiant	2843	Jacksonville	2:01 PM	A320	186	United	3810	Chicago	3:55 PM	CRJ2	50	United	3810	Chicago	3:55 PM	CRJ2	50	Allegiant	2838	Irlando/Sanfor	11:51 AM	A320	186	Allegiant	2838	Irlando/Sanfor	11:51 AM	A320	186	Allegiant	2838	Irlando/Sanfor	11:51 AM	A320	186
	Allegiant	2856	Las Vegas	3:11 PM	A320	186	American	3765	Chicago	5:22 PM	EMB145	50	Allegiant	2846	FT Lauderdale	4:19 PM	A320	186	American	3765	Chicago	5:22 PM	CRJ2	76	Allegiant	2846	Punta Gorda	1:58 PM	A320	186	Allegiant	2846	Punta Gorda	1:58 PM	A320	186
	United	3810	Chicago	3:55 PM	CRJ2	50	Allegiant	2874	Punta Gorda	9:29 PM	EMB145	50	American	3765	Chicago	5:22 PM	CRJ2	76	Allegiant	2856	Las Vegas	3:11 PM	A320	186	Allegiant	2874	Punta Gorda	2:28 PM	A320	186	Allegiant	2874	Punta Gorda	2:28 PM	A320	186
	American	3766	Chicago	5:22 PM	EMB 145	50	United	3904	Chicago	10:08 PM	CRJ2	50	Allegiant	2849	Irlando/Sanfor	8:51 PM	A320	186	American	3766	Chicago	5:22 PM	CRJ2	76	United	3810	Chicago	3:55 PM	CRJ2	50	Allegiant	2832	Tampa/St. Peti	3:06 PM	A320	186
	Allegiant	2854	Irlando/Sanfor	7:48 PM	A320	186	American	5630	Charlotte	10:36 PM	CRJ9	76	Allegiant	2860	Sarasota	8:51 PM	A320	186	Allegiant	2854	Irlando/Sanfor	7:48 PM	A320	186	United	3810	Chicago	3:55 PM	CRJ2	50	American	3939	Chicago	5:22 PM	EMB145	50
	Allegiant	2880	Punta Gorda	9:17 PM	A320	186	Allegiant	1292	Phoenix/Mesa	9:27 PM	A320	186	American	3765	Chicago	5:22 PM	EMB145	50	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	American	3939	Chicago	5:22 PM	EMB145	50	Allegiant	2880	Punta Gorda	9:16 PM	A320	186
United	3904	Chicago	10:08 PM	CRJ2	50	Allegiant	3904	Chicago	10:08 PM	CRJ2	50	United	3904	Chicago	10:08 PM	CRJ2	50	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	
Allegiant	2837	Sarasota	10:56 PM	A320	186	American	5630	Charlotte	10:36 PM	CRJ9	76	Allegiant	2868	Punta Gorda	8:48 PM	A320	186	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	Allegiant	2880	Punta Gorda	9:16 PM	A320	186	