



Bishop International Airport • FNT

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REQUESTS FOR PROPOSALS

FOR

NON-EXCLUSIVE ON-AIRPORT RENTAL CAR SERVICE CONCESSIONS

May 8, 2023

Mandatory Pre-Proposal Meeting: May 18, 2023 at 10:00am

Bishop International Airport – Sharp Conference Room
3425 West Bristol Road, Flint, MI 48507

Proposals will be deemed unresponsive from proposers who do not attend the Mandatory Pre-Bid Meeting.

Proposals Due: June 19, 2023 at 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

Bishop International Airport – Non-Exclusive On Airport Rental Car Service Concessions
Proposal Instructions

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SECTION 1 – INTRODUCTION AND BACKGROUND

1.01 PURPOSE AND NEED / PROJECT DESCRIPTION

The Bishop International Airport Authority (BIAA) manages and operates the Bishop International Airport (Airport). BIAA is soliciting Proposals for On-Airport Rental Car Service Concessions from interested parties that meet the minimum qualifications for operators set forth in this RFP.

Up to six (6) On-Airport Non-Exclusive Rental Car Service Concession and Lease Agreements will be awarded, to be located in the Rental Car Counter Facility within the Terminal Building as depicted on Exhibit 1.

The Term of the Concession Agreement will commence July 1, 2023 and be in effect for a period of three (3) years with the option for an additional three (3) year extension. A detailed statement of privileges granted and the rights, privileges, and obligations of each Proposer are set forth in the SAMPLE Rental Car Concession Agreement attached as Exhibit 5.

1.02 GENERAL CONDITIONS

The goal of the rental car concession is to provide professional, efficient and reliable operations to adequately meet the traveling public's demand and expectation for rental car services at the Airport while also maximum annual operating revenue for BIAA through the lease and concession agreement.

The lease and concession agreements to be awarded pursuant to this RFP will be non-exclusive in that BIAA will be awarding multiple agreements and will continue to have the right to provide facilities to other rental car companies and to off-airport rental car companies.

1.03 AIRPORT BACKGROUND

The Airport is located within Genesee County on the southwest side of the City of Flint. The Airport was opened in 1934 following the donation of 220 acres of farmland by Arthur Giles Bishop, President of Genesee County Savings Bank and General Motors Vice President, to the City of Flint. It originally consisted of one concrete and four turf runways. The first commercial air service flight took place on January 15, 1937, operated by Pennsylvania-Central Airlines.

Following continued growth, the citizens of Genesee County created an Airport Authority Board in 1987. The advisory board consists of nine board members, appointed by the Genesee County Board of Commissioners and the City of Flint.

Construction on a new terminal building was completed in 1993 and then further expanded in 1999, 2004, 2006 and 2012. The terminal building now encompasses 242,000 square feet, including 9 passenger boarding bridges, space for airline operations, rental car operations, passenger processing and holding areas, concessionaire space, and the Airport Authority Offices. The Airport is currently serviced by three airlines: American Airlines, United Airlines, and Allegiant Air.

The Airport currently has four (4) on-airport rental car operating agreements (operating the following brands – Avis, Budget, Hertz, Dollar, Alamo, Enterprise, and National) all located within the Rental Car Counter Facility within the Terminal Building. The Concession Agreements will terminate June 30, 2023.

The Airport has two runways, Runway 9-27 is the primary precision approach runway, and Runway 18-36 is the crosswind runway with non-precision approaches. The many airport tenants include the following services: cargo operations (FedEx), Fixed-Base Operator (Avflight), flight school (Crosswinds Aviation), aircraft maintenance (McClellan Aviation), commercial air service (United Airlines, American Airlines, Allegiant Air), aircraft maintenance base (Allegiant Air) and approximately 115 general aviation T-hangar tenants.

1.04 AIRPORT INFORMATION

Gross Receipts. The gross receipts reported by the current on-airport rental car operators are attached hereto in Exhibit 2. (2021 and 2022)

Passenger Enplanements/Deplanements. Passenger Enplanement and Deplanement information is attached hereto in Exhibit 3. (2019, 2020, 2021, 2022, 2023 reported to-date)

Layouts. Layouts showing the rental car counters, the ready/overflow parking lots, and quick turn around facility and storage spaces are attached hereto in Exhibit 1.

Estimated Service/Storage Facility Charges. A compilation of billings for the Service/Storage Facility is supplied in Exhibit 4. (2021, 2022, and 2023 reported to date)

The above referenced figures are furnished for informational purposes only. BIAA does not guarantee the correctness of the figures, and is not responsible to any proposer that uses or relies on such figures in calculations for its proposal.

SECTION 2 – PROPOSAL INSTRUCTIONS

2.01 COMMUNICATIONS REGARDING THIS PROJECT

Please direct all communications regarding the RFP process to:

Bishop International Airport Authority
ATTN: Christopher Yeates, A.A.E.
Non-Exclusive Rental Car Services Concessions
3425 West Bristol Road
Flint, MI 48507
Phone: 810-235-6560
Email: cyeates@bishopairport.org

All communications/questions concerning this RFP must be submitted in writing and referencing the specific paragraph and page number. The deadline for questions is listed in Section 2.02 (RFP Schedule). Written responses will be prepared by BIAA and posted on the BIAA website by the date listed in Section 2.02. Changes to this RFP will be made only by formal written addendum issued by BIAA.

A copy of this RFP and any additional documentation may be found at the BIAA website at www.bishopairport.org.

2.02 RFP SCHEDULE

The following is the anticipated schedule for the RFP Process:

ACTIVITY:	DATE*:
Issue Request for Proposal (RFP) Document	5/8/2023
MANDATORY Pre-Proposal Meeting at 10:00a.m. EST	5/18/2023
Site Visit	5/18/2023
Submittal of Written Questions Due Date at 5:00 p.m. EST	5/24/2023
Written Responses to Questions and Addendum Issued (if required)	5/31/2023
Proposal Due Date at 10:00a.m. EST	6/19/2023
Evaluation of Proposals	6/19/2023 — 6/26/2023
Contract Award Recommendation to Board Committee	6/27/2023
Notice of Contract Award	6/27/2023
Commencement of Contract.	7/1/2023

All dates are subject to change. BIAA is not responsible for cost or losses incurred by any proposer due to date changes.

2.03 MANDATORY PRE-PROPOSAL MEETING

Bishop International Airport – Non-Exclusive On Airport Rental Car Service Concessions
Proposal Instructions

BIAA will conduct a **MANDATORY** pre-proposal meeting. The date of the meeting is listed in Section 2.02 (RFP Schedule). The meeting will be held at Bishop International Airport, 3425 West Bristol Road, Flint, MI 48507 in the Sharp Conference Room located on the second floor of the Terminal Building, pre-security at the east hall, beyond the landside restaurant. For proposers unable to attend in person, a virtual option facilitated by Zoom will be available with the following login information:

Join on your computer or mobile app: <https://us02web.zoom.us/j/84923715148?from=addon>
Or call in (audio only): (312)-626 6799
Phone Conference ID: 849 2371 5148

The intention of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review BIAA's Airport Concession Disadvantage Business Enterprise (ACDBE) Program, as defined in 49 CFR Part 26
- Review the draft Rental Car Concession Agreement
- Answer questions

This may be the only opportunity for the proposer to meet with BIAA.

Proposals will not be accepted from proposers who do not attend the mandatory pre-proposal meeting.

2.04 SITE VISIT

BIAA will conduct a site visit immediately following the mandatory pre-proposal meeting as listed in Section 2.02 (RFP Schedule). The intent of the site visit is to:

- Walk through the Rental Car Counter/Office Facility, Ready Car and Overflow Parking Facility, and Service/Storage (Quick Turn Around) Facility.

This may be the only opportunity for the proposer to visit the rental car facilities.

2.05 SUBMITTING A PROPOSAL

Each proposer seeking consideration for performance of services related to this RFP must submit a proposal. Proposers must submit four (4) hard copies, one (1) original and three (3) copies, of the entire proposal, along with one (1) electronic version in a PDF on a USB flash drive, or other format approved by BIAA in advance of submission. All proposals must be received by BIAA as listed in Section 2.02 (RFP Schedule).

Proposals not submitted in the manner described herein (including those sent solely by email or other electronic means) may be considered nonresponsive and subject to rejection. Proposals submitted after the specified due date and time in this RFP will be rejected as late and will not be accepted. All supporting materials and documentation must be included with the proposal. Proposers shall submit their proposals to the following address:

Bishop International Airport Authority
ATTN: Christopher Yeates, A.A.E.

Bishop International Airport – Non-Exclusive On Airport Rental Car Service Concessions
Proposal Instructions

3425 West Bristol Road
Flint, MI 48507

Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: **“Proposal for On-Airport Rental Car Service Concessions.”** Include business name and address of proposer on the outside of the proposal package.

It is each proposer’s responsibility to ensure that the proposal is received by BIAA prior to the deadline. This responsibility rests entirely with the proposer, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted in-person daily from 8:00am – 5:00pm local time, Monday through Friday, legal holidays excepted.

BIAA reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of Airport Authority, is in the best interest of the Airport. BIAA reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. BIAA reserves the right to approve or reject any sub-contractors proposed for work under this proposal or waive any minor irregularities.

BIAA reserves the right to select the successful proposer once all proposals are received, without seeking further information or clarification from proposers. Upon review of proposals, BIAA may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question-and-answer session with the Airport Authority. BIAA shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

BIAA does not guarantee that any contract will be awarded as a result of this RFP. If a contract award is made but the contract is not executed, BIAA does not guarantee the contract will be re-awarded.

2.06 PROPOSAL GUARANTEE

Each proposal must include a Proposal Guarantee in the form of a bond, Cashiers, Certified, or Treasurer’s Check, or Money Order in the amount of Ten Thousand Dollars (\$10,000.00) payable to Bishop International Airport Authority as liquidated damages in the event the undersigned is a successful proposer who fails to comply with the requirements set forth in this RFP within sixty (60) days of award date. The Proposal Guarantee will be forfeited as liquidated damages in the event that such proposer fails to execute the agreement. At such time as the successful proposer furnishes BIAA with the insurance policies as required by the agreement, the Proposal Guarantee will be returned to the proposer without interest.

Each successful proposer is bound by this offer for a period of one-hundred eighty (180) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the proposer that BIAA reserves the right to reject any and all proposals.

2.07 PROPOSAL WITHDRAWAL

Proposals may be withdrawn by requesting such withdrawal in writing at any time prior to 10:00am on Monday, June 19th, 2023. After such date and time, bids shall be binding without modification or amendment.

This will not preclude the withdrawal of one proposal and subsequent submission of another proposal by such proposer prior to this time. After the scheduled time for opening, no proposer will be permitted to withdraw its proposal without forfeiture of the proposal guarantee, and the submission of a proposal will constitute a valid offer subject to acceptance by BIAA for a period of one-hundred eighty (180) days following the proposal due date.

2.08 REQUIRED PROPOSAL CONTENTS

Each proposer shall include in its proposal the following sections in the following order. Proposals that do not follow the specified format outlined below may be deemed unresponsive and disqualified from the process. In addition, failure on the part of the proposer to provide the required documentation may be cause for rejection of the proposal.

1. **Letter of Transmittal, Company Profile and Background, and Key Personnel Information.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Attachment A.
2. **Proposal Affidavit.** Affidavit included in Attachment B.
3. **Financial Statement for Proposer and all Joint Venture Partners.** Proposer must provide in a separate envelope reviewed or audited financial statements, including a business balance sheet and an income statement prepared by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP) for the immediate past three (3) completed fiscal years, including all required footnotes, disclosures and cash flow statements. Proposer must be prepared to substantiate all information submitted.

If proposer intends to operate as a sole proprietor, proposer must submit in a separate envelope a personal financial statement not older than ninety (90) days and three (3) years' most recent personal tax returns. This separate envelope should be marked Financial Statements and must be submitted with the rest of the proposal.

If the proposer is a corporation, partnership, limited liability company, or joint venture, and has been in business for less than one (1) year, then the above personal financial information is required for all shareholders, partners, members, and joint venture and sublease partners that have a ten percent (10%) or more ownership interest in the proposal. In addition, newly-formed companies shall also submit a pro-forma business financial plan.

4. **References.** Proposer must provide the names and address on the form provided in Attachment C. References should include locations where the vendor has operated airport rental car concessions during the past five (5) years, stating how long each has been operated by the proposer.

5. **Proposal Form.** Proposers must submit a Minimum Annual Guarantee (MAG) for each of the three (3) years of the concession agreement. Each proposer is required to use the format provided on Attachment D. Each contract year of the agreement consists of July 1 through June 30.

Proposer must identify the brand or trade name(s) under which bidder intends to operate under the concession agreement.

The proposal form shall also include the Proposal Guarantee.

6. **Airport Concessions Disadvantage Business Enterprise (ACDBE) Participation Form (Attachment E).**
7. **Statement of Exceptions to Rental Car Concessionaire Agreement.** Provide a detailed description of any exceptions taken to the draft Rental Car Concessionaire Agreement (Exhibit 5).
8. **Anti-Lobbying Provision (Attachment F).**

2.09 PROPOSAL EVALUATION CRITERIA

A selection committee will review and evaluate the information received in each proposal. The following criteria will be used by the selection committee in screening and ranking the proposals. The top qualified responsive/responsible proposers as deemed by BIAA will be recommended for award.

Evaluation Criteria		
Item	Description	Possible Points
1	Sum of three (3) year total of the Minimum Annual Guarantee (MAG) proposed for Concession Fees	85
2	Previous background and expertise of Proposer	5
3	ACDBE Participation	10
	Total Points	100

Although it is the intent of BIAA to award rental car privileges to up to six (6) on-airport rental car companies, an award to less than six companies will not invalidate the process of awarding rental privileges nor lessen the obligation of the successful proposers to execute the Rental Car Concession Agreement. In such event, BIAA will have the right to take whatever action it deems necessary or desirable under the circumstances to further the best interest of BIAA.

BIAA's determination as to whether the proposer is qualified and responsive/responsible will be based on the information furnished by the proposer in submitted proposal, as well as from other sources determined to be valid by BIAA. An award will not be made until after such investigations, as deemed necessary, are made by BIAA regarding the experience and financial responsibility of the proposer.

2.10 REJECTION OR ACCEPTANCE OF PROPOSALS

The requirements of this RFP are for the benefit and protection of BIAA; therefore, the right is reserved by BIAA to waive any irregularities in the completion of the forms enclosed in this RFP; to accept or reject any or all proposals; and to re-advertise for proposal which will provide the best service to BIAA. Any form submitted which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of a default of any of the successful proposers or refusal to enter into an agreement with BIAA, BIAA reserves the right to accept the proposal of the next qualified proposer.

2.11 CAUSES FOR DISQUALIFICATION

Although not intended to be an exhaustive list of causes for disqualification, one or more of the following, among others, may be considered sufficient for the disqualification of a proposer and rejection of the proposal.

- Evidence of collusion among proposers,
- Incomplete or non-responsive proposal,
- Failure to follow the requirements outlined in this RFP,
- Failure to meet the minimum qualifications to this RFP,
- Evidence that the submitted proposal contains falsified information,
- Proposer is in arrears or in default or has failed to faithfully perform any previous agreement with BIAA, in BIAA's sole determination,
- Evidence of prohibited lobbying efforts toward members of the Selection Committee, BIAA staff, or the BIAA Board of Directors,
- Other causes as BIAA deems appropriate in its sole and absolute discretion.

SECTION 3 – SCOPE OF PROJECT

3.01 SCOPE OF MINIMUM QUALIFICATIONS, SERVICES AND OPERATING REQUIREMENTS

Each successful proposer shall provide the following minimum requirements:

1. **Obligation to Rent Motor Vehicles.** The successful proposer shall exercise the privilege granted and accordingly shall, during the entire term of the agreement, rent for consideration, non-chauffeured motor vehicles to the public at and from the premises leased at the Airport. Further, the proposer shall take all reasonable measures, within proper business practices, to maintain, develop, and increase its business of renting non-chauffeured motor vehicles to the public at and from the premises leased at the Airport. The proposer agrees it will conduct a first-class operation and will provide the public with good, prompt, courteous and efficient service including but limited to, maintaining on Airport, a more than adequate supply (sufficient supply to not be regularly sold out) and variety of recent manufacture (not more than three (3) model years old) vehicles, as stated in Exhibit 5 (SAMPLE RENTAL CAR CONCESSION AGREEMENT), and under 45,000 miles which shall be maintained by the proposer in first-class operating and mechanical condition and repair in clean and attractive condition. The proposer agrees it will rent motor vehicles to customers who are local walk-up customers, ticketed Airline passengers, and any other customer who so chooses to rent.
2. **Operating Requirements.** Successful proposers are required to meet the terms and conditions provided in the Sample Rental Car Concession Agreement including all operating requirements contained therein.
3. **Experience.** In order to ensure a high level of service to the traveling public, BIAA will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer must demonstrate that it:
 - a. Has been engaged in continuous operation in the rental car business for a minimum of five consecutive years; and
 - b. Will provide an adequately sized fleet to ensure vehicles are available.
4. **Financial.** Proposers must provide the required information on financial capabilities to demonstrate financial capability commensurate with the proposal submitted.
5. **Authorization.** Proposers must be licensed to do business in the State of Michigan.
6. **Dual/Multiple Branding.** Dual/Multiple Branding will be permitted under this RFP at Bishop International Airport. Proposers owning more than one brand may submit multiple proposals, one for each brand, or combine two (2) or more brands in one proposal. Submittal of more than one proposal by a proposer for the same brand will result in rejection of all bids from that proposer.
 - a. The lowest acceptable Minimum Annual Guarantee (MAG) for a single brand under one proposal is One Hundred Twenty-Five Thousand Dollars (\$125,000) per year; and

- b. The lowest acceptable Minimum Annual Guarantee (MAG) for multiple brands under one proposal is Two Hundred Twenty-Five Thousand Dollars (\$225,000) per year.

Proposals that fail to meet these minimum qualifications will not be considered.

3.02 TERM OF AGREEMENT

The contract term will be for three (3) years commencing July 1, 2023 and ending June 30, 2026 with an option for an additional three (3) year extension.

3.03 COUNTER AND OFFICE LOCATION, READY CAR AND OVERFLOW LOT, SERVICE/STORAGE (QUICK TURN AROUND) FACILITY

1. *Rental Car Concession Counter, Office Location, and Queuing Space.* Counters are located within the Terminal Building and consist of six (6) available Rental Car counters, each with attached office space. The order of choice of counter and office location under the Agreement will be determined by the proposal evaluation criteria identified in Section 2.09. The highest successful proposer will have first choice of location, which will remain the same during the term of the Agreement. Each selected proposer will have one counter and one office location and adjacent queuing space per brand with a maximum of two counter/office locations. The floor plan and square footage of the counter and office location and queuing space with shared common area (Rental Car Counter Facility) are show in Exhibit 1.
2. *Ready Car and Overflow Lot.* The number of ready/overflow lot parking spaces allocated to rental car operators for the length of the Agreement will be based on the percentage of each operator's cumulative three (3) year proposed MAG to the total of all successful proposers MAG submitted. Under no case will a proposer be allocated less than four (4) ready car parking spots. Refer to Exhibit 1 for the Ready Car and Overflow Lot layout.
3. *Service/Storage (Quick Turn Around) Facility.*
 - a. *Service Bays –* Six (6) service bays are available within the QTA Facility. The order of choice of service bays under the Agreement will be determined by the by the proposal evaluation criteria identified in Section 2.09, giving first priority for choice of location within the QTA. The highest successful proposer will have first choice of location, which will remain the same during the term of the Agreement. Refer to Exhibit 1 for the QTA Facility layout.
 - b. *Car Wash –* BIAA maintains an on-airport car wash available to all on-airport car rental companies for use of rental vehicles.
 - c. *Fuel –* Six (6) fuel pumps are available within the QTA Facility and will be allocated to proposers based on the proposal evaluation criteria identified in Section 2.09. Should additional fuel dispensers be constructed during the term of the agreement, they will be allocated at that time. Should one or more of the

top four (4) proposers not wish to utilize fuel, it will be made available to the next proposers.

4. *Concession Space Development.* All furnishings, fixtures, trade fixtures, equipment, and all signage (interior and exterior) necessary to operate a first-class concession will be the responsibility of the proposer. All plans and specifications, materials and color selections must be reviewed and approved by written confirmation by BIAA prior to any installation.

3.04 COMPENSATION TO BIAA

The proposer agrees to pay a Concession Fee and Rent for facilities occupied as follows:

1. *Concession Fee.* Compensation to BIAA (the “Concession Fee”) shall be the greater of the Minimum Annual Guarantee (MAG) as defined in the Sample Agreement (Exhibit 5, or ten percent (10%) of total gross revenue (the “Percentage Fee”) which is defined to be all-inclusive excluding only taxes and customer facility charges.

The MAG will be paid in twelve equal monthly installments. For contract years two (2) and three (3), the MAG will be the **greater** of eighty-five (85%) of the total fees paid to the Airport during the prior year or 100% of the MAG proposed for such year within the submitted proposal.

2. *Rents.*

Space rent will be charged monthly in advance for each month of the agreement on a square foot basis an amount equal to the rates charged for airline exclusive use areas. The adjustment of the rental rate shall be in accordance with the airline rate adjustments upon the adoption of the Airport Rates and Charges Resolution by the Bishop International Airport Authority Board. The current per square footage rental as of 2023 is:

Counter Space	\$22.31
Office Space	\$19.05

Parking spaces made available in the Ready Car Lot will be billed at a rate of Thirty Dollars (\$30) per parking space per month.

Parking spaces made available in the Overflow Lot will be billed at a rate of Fifteen Dollars (\$15) per parking space per month.

Unattended rental vehicles left in unmarked parking spaces in the overflow lot, cell phone lot, Hangar 1 lot, or Hangar 2/3 lot may be billed at the rate of Twenty Dollars (\$20) per day plus any applicable towing fees.

Rental vehicles left in BIAA paid parking lots will be subject to the then applicable parking rates which must be paid upon exit from the lot.

Cost of the Service/Storage (QTA) Facility will be prorated monthly based on the proportion of Customer Facility Charges collected by each concessionaire, identifying actual usage for all car rental concessionaires that utilize the facility for cleaning, fueling, and washing. These costs will include:

Ground Rent	\$1,950
Rental of Facility and Equipment	\$7,200
Operational Costs including refuse collection, janitorial services, utilities, pavement maintenance, supplies and other miscellaneous costs.	Cost plus 15%

In addition to the above costs, cost of major renovation and/or additions to the facility such as, additional gas pumps, bays, and/or replacement of the car wash equipment including any related engineering costs, will be added to the formula upon completion of the improvements. In calculating said costs, any surplus in the reserve account will first be offset against these costs and then the remainder of the costs will be amortized monthly over the remaining term of the agreement. Such amortization will include an interest component equal to the rate for commercial mortgages in Genesee County, Michigan at the time of commencement of construction. The resulting component will be labeled as Debt Service and will be added to the equation above.

Customer Facility Charges (CFCs) collected will be offset against these amounts to determine the total cost to be prorated. Should there be any excess CFCs, they will be held in reserve for future construction.

3.05 CUSTOMER FACILITY CHARGE

Rental Car Concessionaires will be required to collect and remit to BIAA a Customer Facility Charge of Six Dollars (\$6.00) per transaction.

3.06 LIMITATION ON PASS-THROUGH FEES

Rental Car Concessionaires will be permitted to pass through to their customers the Customer Facility Charge, Concession Recovery Fee, Vehicle License Recoupment Fee, and Energy Recovery Fee. No other add-on fees or pass-through fees will be permitted unless previously approved in writing by BIAA.

3.07 UTILITIES

Utility costs at the Service/Storage (QTA) Facility will be part of the prorated monthly fee based on actual usage of the facility between all car rental concessionaires that utilize the facility as described in Section 3.04 above. All other utility costs within the Terminal Building will be paid by BIAA.

3.08 PERFORMANCE BOND

Upon execution of the Rental Car Concession Agreement, each concessionaire shall provide to BIAA a Contract Performance Bond to remain in effect throughout the term of the agreement in the amount equal to the current year's MAG. This Performance Bond assures the full and faithful performance by the concessionaire of its obligations under the agreement, including the payment of rents and fees due. The Bond shall be with a surety company licensed to do business in the State of Michigan and shall be in a form acceptable to BIAA in its reasonable discretion.

3.09 COMMENCEMENT OF OPERATIONS

New operators may commence operation as early as July 1, 2023 and must be operational and open for business on or before September 30, 2023.

SECTION 4 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

4.01 AIRPORT RESERVATION OF RIGHTS

The Airport reserves the right to: reject any and all submissions to this RFP; extend the date for submittal of responses; request additional information and data from any or all Proposers; supplement, amend, or otherwise modify the RFP through addenda issued; cancel this RFP with or without substitution of another RFP; to reissue this RFP; make reviews and investigations as it considers necessary and appropriate for evaluation; to not select any Proposer; initiate additional procurement action for any services included in this initial procurement; and to deem a Proposal as non-responsive if the Airport obtains information from any reference check that reveals concerns about the Proposer's past performance or their ability to successfully perform.

The Airport assumes no responsibility for costs incurred in responding to this RFQ or any part of this selection process. Any materials submitted through this selection process shall become the property of the Airport upon receipt. The Airport shall have the right to copy, reproduce, or otherwise dispose of such documents in any way that the Airport selects. The airport shall be free to use as its own, without payment or any kind of liability, any idea, scheme, concept, technique, suggestion, layout, or plan received in response to this RFQ including any future RFP process, if conducted.

4.02 PROPOSER'S RESPONSIBILITIES

Any person, firm, or corporation desiring to submit a proposal shall examine ALL terms of this RFP as outlined in the RFP documents and shall independently judge all the circumstances and conditions affecting the proposal. Failure on the part of any proposer to make such examination or to investigate thoroughly the conditions of the RFP shall not be grounds for a declaration that the proposer did not understand the package. BIAA is not responsible for any proposer's errors or omissions.

4.03 CONTACT WITH AIRPORT EMPLOYEES

All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) shall refrain from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, Authority Board, and Airport staff. This is intended to create a level playing field for all potential firms and protect the integrity of the selection process. All contact on this selection process should be addressed to the Chief Operating Officer as identified in Inquires above.

4.04 FREEDOM OF INFORMATION ACT

The Airport 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 proprietary information, the Proposer understands by its submission that information may be disclosed pursuant to a public records request.

4.05 PROTEST APPEAL PROCEDURE

In accordance with the BIAA 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 BIAA 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 BIAA to consider, and BIAA 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 BIAA makes a written determination about the merits of the protest, unless BIAA, 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 BIAA's best interests.

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

If BIAA determines that the protest is with merit, then BIAA shall recommend relief to address the protest to the Chief Executive Officer, and BIAA shall provide any relief approved by the Chief Executive Officer. No matter the outcome, BIAA shall provide the Protester with the outcome of the protest along with a description of how BIAA reached such outcome.

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

4.06 GENERAL CIVIL RIGHTS

In all of its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender

identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Concessionaire and subcontractors from the proposal solicitation period through the completion of the contract.

4.07 TITLE VI SOLICIATION NOTICE

The Bishop International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for this award.

4.08 AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

BIAA encourages ACDBE participation, as defined in 49 CFR Part 23, in all of its Concession agreements at the Airport. In accordance with 49 CFR Part 23, BIAA is required to establish an overall goal for ACDBE participation in Airport Concessions. The ACDBE car rental goal for federal fiscal years 2023, 2024, and 2025 is 0.45% of total purchases of goods and services of all Airport car rental concessions. ACDBE's shall have the maximum opportunity to participate in any activity, service or facility at the Airport under this agreement. A successful proposer shall agree to make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to ensure these goals are met in the performance of this concession.

The concessionaire will be required to submit in a form required by BIAA, a quarterly report of ACDBE participation, including ACDBE participants' names, address, contact information, type, and dollar amount of participation and percentage of participation. Operators must seek ACDBE participants in the business opportunities covered by the agreement. Additionally, operators should provide recommendation to those participants who may be eligible for certification as an ACDBE.

4.09 STANDARD AGREEMENT TERMS FOR RENTAL CAR CONCESSION AGREEMENT

See the attached Sample Rental Car Concession Agreement attached hereto as Exhibit 5. These are standard terms which are subject to change by BIAA prior to the award of the contract.

4.10 REQUIRED FEDERAL CONTRACT PROVISIONS

Selected participants shall comply with all Required Federal Contract Provisions included in the Exhibit 6 and included in the Rental Car Concession Agreement.

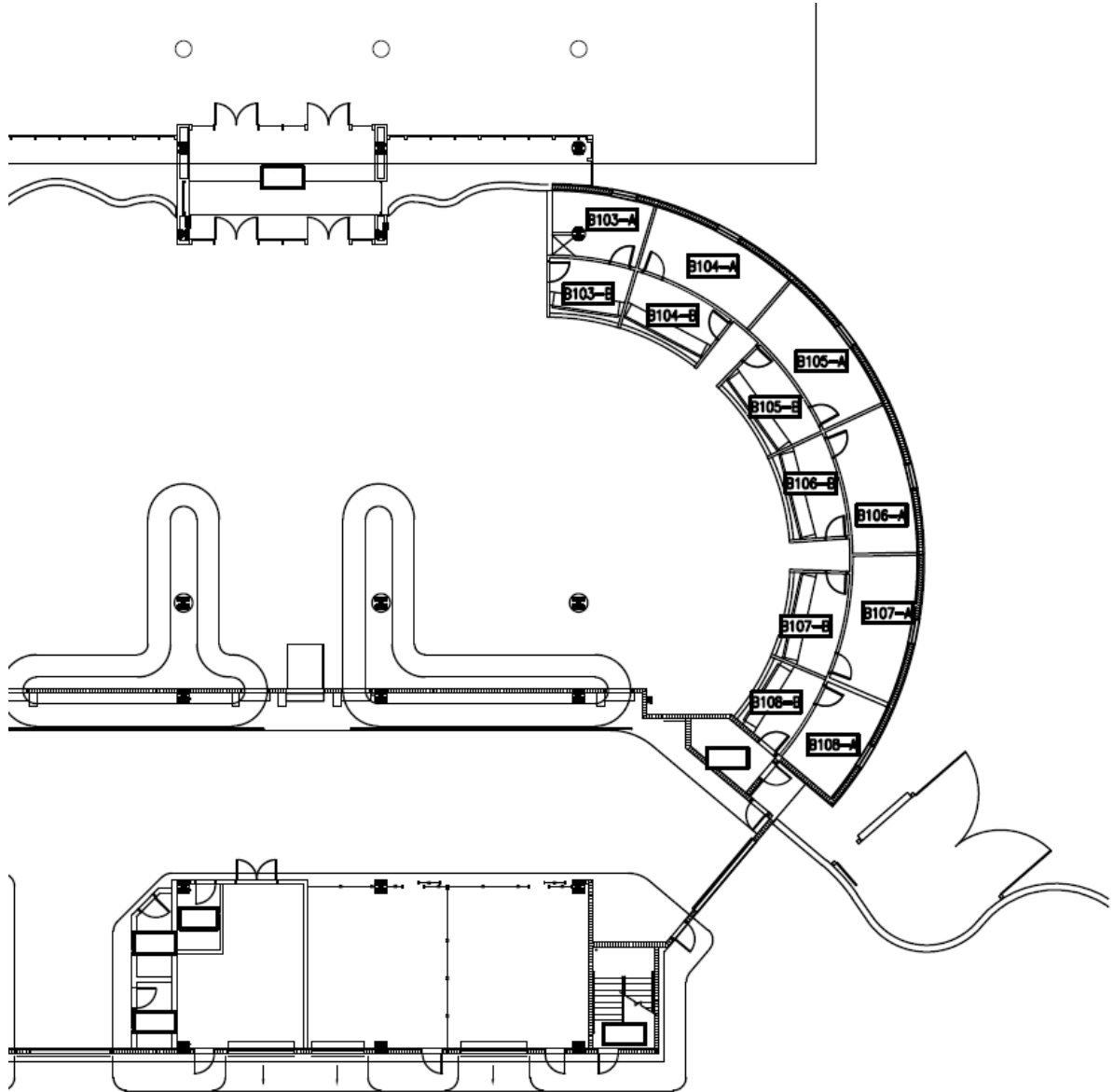
EXHIBITS AND ATTACHMENTS

Exhibit 1 – Space Layouts
Exhibit 2 – Gross Receipts On-Airport Operators
Exhibit 3 – Passenger Enplanements and Deplanements
Exhibit 4 – Estimated QTA Fees
Exhibit 5 – SAMPLE Rental Car Concession Agreement
Exhibit 6 – Federal Contract Provisions

Attachment A – Letter of Transmittal, Company Profile & Background, Key Personnel Information
Attachment B – Proposal Affidavit
Attachment C – References
Attachment D – Proposal Form
Attachment E – Airport Concessions Disadvantage Business Enterprise (ACDBE) Participation Form
Attachment F – Anti-Lobbying Provision

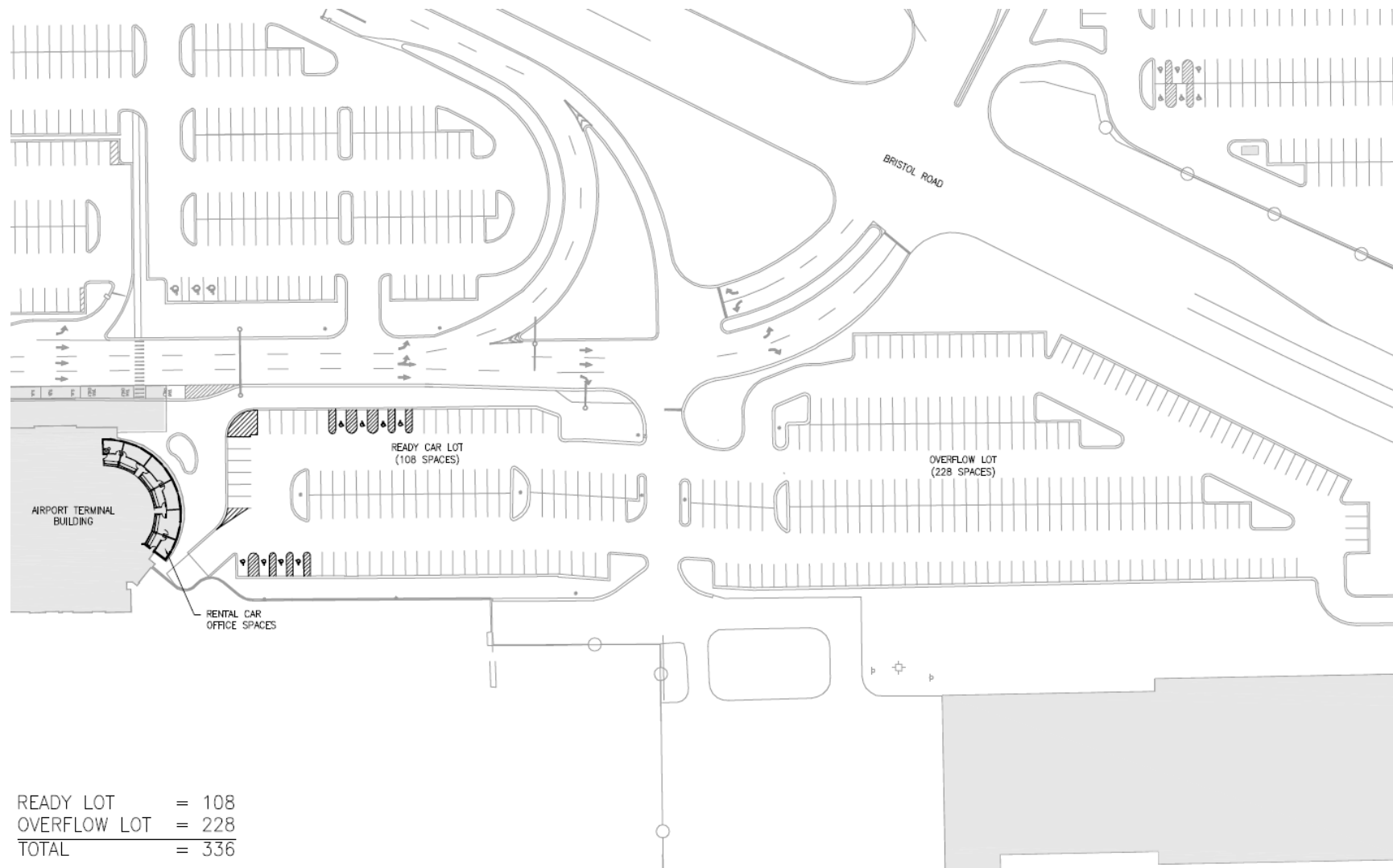
EXHIBIT 1 – SPACE LAYOUT

Rental Car Counters – Terminal Building



Room No.	Room Name	Area (Sq Ft)	Room No.	Room Name	Area (Sq Ft)
B103-A	Rental Car Office	145	B106-A	Rental Car Office	240
B103-B	Rental Car Counter	140	B106-B	Rental Car Counter	160
B104-A	Rental Car Office	240	B107-A	Rental Car Office	240
B104-B	Rental Car Counter	160	B107-B	Rental Car Counter	160
B105-A	Rental Car Office	240	B108-A	Rental Car Office	150
B105-B	Rental Car Counter	160	B108-B	Rental Car Counter	140

Parking Lots – Ready Lot and Overflow Lot



Storage/Service Facility – QTA

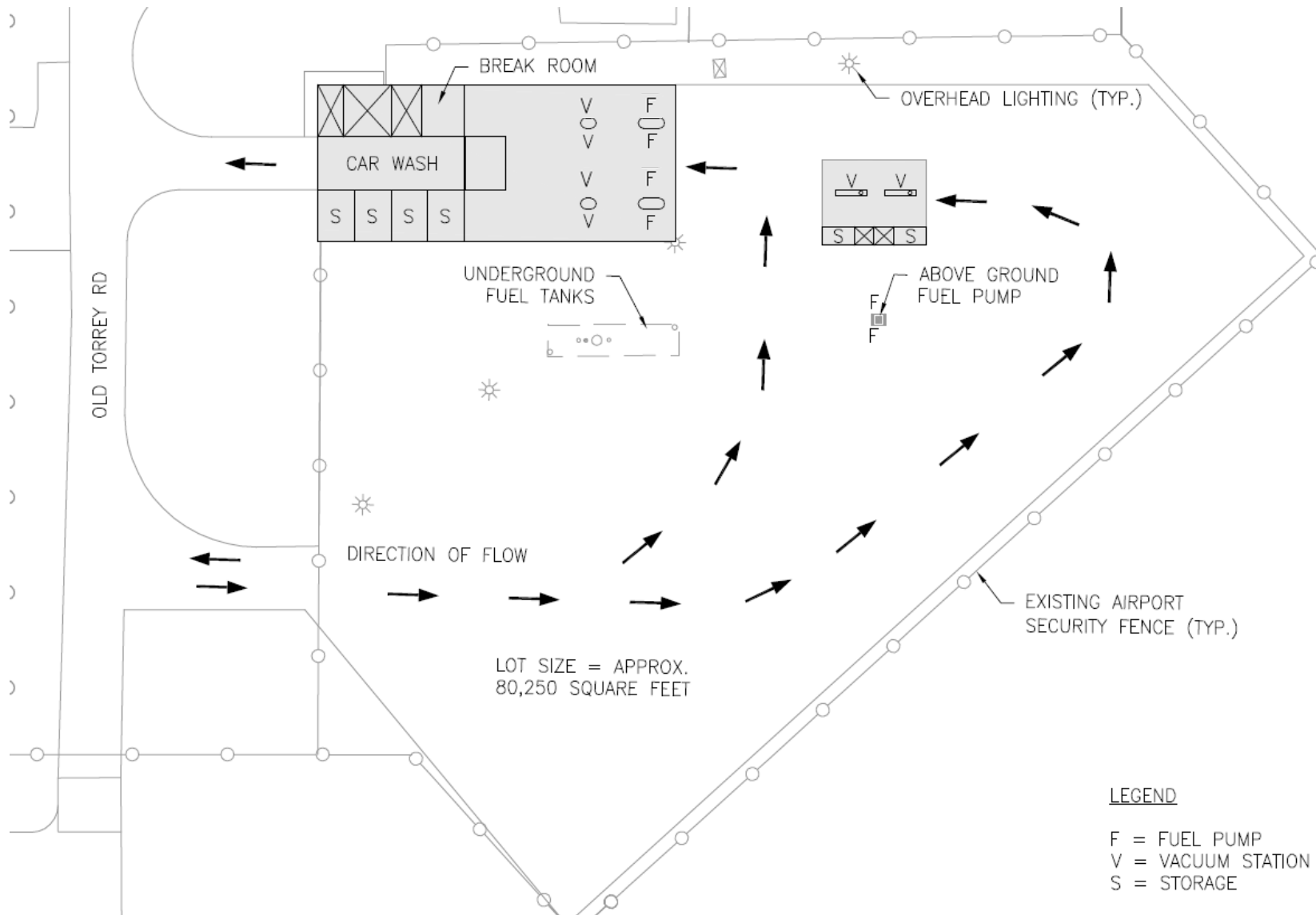


EXHIBIT 2 – GROSS RECEIPTS ON-AIRPORT OPERATIONS

2021	
Month	Total Revenue
January	\$ 541,319.63
February	\$ 464,684.61
March	\$ 686,524.67
April	\$ 886,919.38
May	\$ 859,523.68
June	\$ 1,053,564.40
July	\$ 1,355,053.61
August	\$ 1,383,942.86
September	\$ 1,021,450.15
October	\$ 1,034,686.69
November	\$ 833,158.84
December	\$ 849,038.06

2022	
Month	Total Revenue
January	\$ 756,149.16
February	\$ 664,732.97
March	\$ 861,766.16
April	\$ 948,055.43
May	\$ 1,085,579.89
June	\$ 1,256,546.46
July	\$ 1,359,841.92
August	\$ 1,432,099.76
September	\$ 992,571.97
October	\$ 1,022,505.46
November	\$ 880,194.32
December	\$ 868,529.51

EXHIBIT 3 – PASSENGER ENPLANEMENTS AND DEPLANEMENTS

Passenger Enplanements		
Month/Year	Monthly Total	Yearly Total
January 2019	25,656	
February 2019	25,528	
March 2019	28,566	
April 2019	25,622	
May 2019	24,069	
June 2019	22,240	
July 2019	25,403	
August 2019	23,002	
September 2019	22,341	
October 2019	24,058	
November 2019	25,218	
December 2019	29,831	
2019		301,534
January 2020	28,261	
February 2020	34,879	
March 2020	20,514	
April 2020	1,667	
May 2020	6,301	
June 2020	8,502	
July 2020	9,959	
August 2020	11,151	
September 2020	11,623	
October 2020	15,220	
November 2020	13,040	
December 2020	13,952	
2020		175,069
January 2021	10,573	
February 2021	17,127	
March 2021	26,946	
April 2021	20,882	
May 2021	18,800	
June 2021	19,523	
July 2021	21,537	
August 2021	18,310	
September 2021	16,570	
October 2021	21,809	
November 2021	20,805	
December 2021	25,719	
2021		238,601

Passenger Deplanements		
Month/Year	Monthly Total	Yearly Total
January 2019	23,865	
February 2019	24,257	
March 2019	27,499	
April 2019	28,717	
May 2019	24,617	
June 2019	22,662	
July 2019	24,998	
August 2019	23,282	
September 2019	21,039	
October 2019	22,778	
November 2019	24,705	
December 2019	28,893	
2019		297,312
January 2020	26,298	
February 2020	32,121	
March 2020	26,116	
April 2020	2,140	
May 2020	6,942	
June 2020	9,137	
July 2020	10,017	
August 2020	10,615	
September 2020	11,266	
October 2020	13,852	
November 2020	16,354	
December 2020	12,292	
2020		177,150
January 2021	13,408	
February 2021	16,747	
March 2021	23,469	
April 2021	26,140	
May 2021	20,681	
June 2021	20,013	
July 2021	21,200	
August 2021	18,053	
September 2021	15,982	
October 2021	20,002	
November 2021	20,638	
December 2021	24,482	
2021		240,815

January 2022	20,056	
February 2022	28,772	
March 2022	38,547	
April 2022	29,895	
May 2022	26,724	
June 2022	26,370	
July 2022	27,191	
August 2022	23,603	
September 2022	15,332	
October 2022	18,997	
November 2022	19,877	
December 2022	24,500	
2022		299,865
January 2023	20,778	
February 2023	26,393	
March 2023	33,041	

January 2022	18,976	
February 2022	25,756	
March 2022	35,430	
April 2022	34,665	
May 2022	29,492	
June 2022	26,882	
July 2022	26,874	
August 2022	23,258	
September 2022	15,088	
October 2022	17,841	
November 2022	19,366	
December 2022	22,845	
2022		296,473
January 2023	19,392	
February 2023	24,399	
March 2023	31,748	

EXHIBIT 4 – QTA FEES

2021			
	Rent	Expense	CFC
January	\$7,550	\$3,556.50	\$4,905
February	\$7,550	\$3,449.62	\$4,257
March	\$7,550	\$3,904.15	\$5,919
April	\$7,550	\$5,733.99	\$7,026
May	\$7,550	\$2,263.80	\$6,873
June	\$7,550	\$2,609.35	\$7,248
July	\$7,550	\$2,106.69	\$8,259
August	\$7,550	\$3,782.26	\$9,156
September	\$7,550	\$2,177.31	\$7,770
October	\$7,550	\$12,145.66	\$8,361
November	\$7,550	\$3,576.62	\$6,756
December	\$7,550	\$9,270.32	\$6,849
		1.15 (administrative fee)	
Total	\$90,600	\$62,762.71	\$83,379

of cars serviced at QTA in 2021: 27,793

Rent + Expenses = \$153,362.71 Total QTA Cost

Total QTA Cost – CFC = \$69,983.71 Additional Amount Charged to Rental Car Concessionaires in 2021

QTA Expenses 2021	
Waste Disposal	\$723.90
Utilities – Electricity & Gas	\$22,673.88
Utilities – Water	\$5,981.64
Janitorial	\$2,145.00
Material & Supplies	\$5,476.92
Maintenance Service & Repairs	\$17,574.93

2022			
	Rent	Expense	CFC
January	\$7,550	\$7,094.94	\$5,661
February	\$7,550	\$5,059.46	\$5,757
March	\$7,550	\$13,096.47	\$6,648
April	\$7,550	\$5,642.37	\$7,800
May	\$7,550	\$3,699.98	\$9,120
June	\$7,550	\$6,859.68	\$8,838
July	\$7,550	\$5,772.70	\$8,835
August	\$7,550	\$2,792.58	\$10,284
September	\$7,550	\$3,814.54	\$8,136
October	\$7,550	\$5,570.10	\$7,758
November	\$7,550	\$4,209.36	\$6,855
December	\$7,550	\$7,813.39	\$7,080
		1.15 (administrative fee)	
Total	\$90,600	\$71,425.57	\$92,772

of cars serviced at QTA in 2022: 30,924

Rent + Expenses = \$172,739.41 Total QTA Cost

Total QTA Cost – CFC = \$79,967.91 Additional Amount Charged to Rental Car Concessionaires in 2022

QTA Expenses 2022	
Waste Disposal	\$1,135.66
Utilities – Electricity & Gas	\$27,855.50
Utilities – Water	\$8,985.12
Janitorial	\$2,355.00
Material & Supplies	\$13,462.23
Maintenance Service & Repairs	\$17,632.06

2023			
	Rent	Expense	CFC
January	\$7,550	\$4,034.29	\$5,751
February	\$7,550	\$5,573.91	\$5,460
March	\$7,550	\$4,188.69	\$6,630
		1.15 (administrative fee)	
Total	\$22,650	\$15,866.42	\$17,841

of cars serviced at QTA through March 2023: 5,947

Rent + Expenses = \$38,516.42 Total QTA Cost

Total QTA Cost – CFC = \$20,675.42 Additional Amount Charged to Rental Car Concessionaires through March 2023

QTA Expenses Thru March 2023	
Waste Disposal	\$248.52
Utilities – Electricity & Gas	\$10,695.27
Utilities – Water	\$1,339.60
Janitorial	\$570.00
Material & Supplies	\$693.50
Maintenance Service & Repairs	\$250.00

EXHIBIT 5 – SAMPLE RENTAL CAR CONCESSION AGREEMENT

RENTAL CAR CONCESSION AGREEMENT

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EXHIBITS

SAMPLE CAR RENTAL CONCESSION AGREEMENT

This Concession Agreement, made this ____ day of _____, 2023, between the **BISHOP INTERNATIONAL AIRPORT AUTHORITY**, an airport authority organized and existing under the Laws of the State of Michigan, having its offices at the Bishop International Airport, 3425 W. Bristol Road, Flint, Michigan 48507, (hereinafter referred to as the "**Authority**"), and {**Insert Concessionaire Name**}, with offices at {**Insert Concessionaire Address**} (hereinafter referred to as the "**Concessionaire**").

W I T N E S S E T H:

WHEREAS, The Authority is the operator of Bishop International Airport (hereinafter referred to as the "**Airport**"), located in the City of Flint, County of Genesee, State of Michigan; and

WHEREAS, the Concessionaire is engaged in the rental car business; and

WHEREAS, the Concessionaire desires to occupy certain space in the Terminal Building at the Airport, (hereinafter referred to as the "**Terminal**"); and obtain the rights and privileges at the Airport in order to conduct its rental car business thereon; and

WHEREAS, the Authority deems a Concession Agreement (hereinafter referred to as the "**Agreement**"), between the parties to be advantageous to itself, to the public, and to the efficient operation of the Airport.

NOW THEREFORE, in consideration of the respective rights, benefits, obligations, promises, covenants, and conditions provided herein, the parties agree as follows:

ARTICLE 1

Description of the Space

1. The Concessionaire shall have the use of the Space, Ready Car Lot, Overflow Lot, and the Service/Storage of the Airport as defined in Sections 2, 3, and 4 of this Article, for the purpose of conducting its car rental business at the Airport and for no other purpose whatsoever.
2. The Concessionaire shall have use of one (1) sales counter and office in the Terminal, consisting of approximately {**400, 290 or 285 depending upon the specific space**} square feet (hereinafter, the "**Space**"), as shown in **Exhibit A** attached hereto and made a part hereof.
3. A. The Concessionaire is hereby granted joint use of the Ready Car Lot, East of the Terminal, (hereinafter, the "**Ready Car Lot**"), consisting of

approximately 108 standard size car spaces as shown on **Exhibit B**, attached hereto and made a part hereof. The number of Ready Car Lot spaces shall be allocated among the Concessionaires upon the execution date of this Agreement, through the term of this Agreement, based on the percentage of the Concessionaire's cumulative three (3) year proposed Minimum Annual Guarantee (hereinafter referred to as "MAG") to the total of all successful proposers MAG submitted. In no case shall any Concessionaire have less than four (4) spaces in the Ready Car Lot.

- B. The Concessionaire is hereby granted joint use of the Overflow Lot located just east of the Ready Car Lot, (hereinafter, the "**Overflow Lot**"), consisting of approximately 228 standard size car spaces as shown on **Exhibit B**, attached hereto and made a part hereof. Spaces in the Overflow Lot shall be available for rent on an annual basis. Overflow Lot spaces shall be allocated in accordance with the method described in Article 1, Section 3A above.
4. The Concessionaire shall have the right to joint use and occupancy of the Service/Storage Facility, (hereinafter, the "**Service/Storage Facility**"), as shown in **Exhibit C**, attached hereto and made a part hereof. The Concessionaire's use and occupancy of the Service/Storage Facility shall be limited to exterior and interior washing and vacuuming of its vehicles, and checking and filling of fluids and gasoline (from assigned pumps only). The Concessionaire shall not be permitted to perform any maintenance upon its vehicles other than that specifically granted by this Agreement. The Concessionaire shall also be permitted to use the Service/Storage Facility to park its excess vehicles, but in no event shall an unlicensed and/or non-rental ready vehicle be parked, unless prior approval has been given by the Airport Director.

ARTICLE 2

Use of the Airport and the Space

The Authority grants to Concessionaire the following rights and privileges, subject to other limitations expressed in this Agreement:

1. The right to use in common with others the general facilities of the Airport in the normal conduct of its operation as a car rental company in such manner as may be prescribed by the Authority.
2. Communications. The right to install, maintain, and operate a communications system at Concessionaire's expense between the areas described in Article 1 hereof; provided, however, that such system shall not interfere with Authority's public address system and, provided, further, that such system shall be subject to the approval of the Authority. Such approval shall not be unreasonably withheld.

3. Signs. The Concessionaire shall have the right to install and maintain one or more signs within the Space, Ready Car Lot, Overflow Lot, Service/Storage Facility, identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be in general conformity with those of other Airport tenants and subject to, and in accordance with, the prior written approval of the Authority. No sign will be approved that may be confusing to pilots, or motorists, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Authority. Without limiting the generality of the foregoing, the Authority maintains the policy for approving or disapproving certain signs and advertisements, and that advertising shall not mention other concessionaire car rental companies either directly or indirectly nor shall it reference a competitor's product.
4. Parking Space. The Authority shall make available to Concessionaire's employees, parking in an area designated by the Authority only during the employee's working hours. Concessionaire's employees shall park their private vehicles only in the employee parking area furnished by the Authority. Concessionaire's employees shall not utilize the Ready Car Lot or Overflow Lot to park their private vehicles.
5. Relocation. Should future development of the Airport require other use of the Space, the Ready Car Lot, Overflow Lot, or the Service/Storage Facility, the Authority shall have the right to terminate this Agreement, or to continue this Agreement at the new location. Reasonable advance notice of any relocation shall be given by the Authority, but in no event shall the notice be less than thirty (30) days.
6. Purpose. Concessionaire agrees that it will not engage in any commercial activities not authorized herein and will not permit the use of the Space, the Ready Car Lot, Overflow Lot, or the Service/Storage Facility for any purpose other than those authorized in this Agreement.
7. Construction, Airport Expansion and Inconvenience to Concessionaire. The Concessionaire recognizes that from time to time during the term of this Agreement it will be necessary for the Authority to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of its air traffic and flight activity, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Concessionaire in its operations at the Airport. The Authority agrees to make all reasonable efforts to minimize the inconvenience to the operation of the Concessionaire's business. The Concessionaire agrees that no liability shall attach to the Authority, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or

interruptions, except the rents payable under Article 5, Sections six (6) through eleven (11) shall abate during and for such period that access to the applicable Space, the Ready Car Lot, Overflow Lot, or the Service/Storage Facility provided to the Concessionaire, its employees and invitees is denied by reason of construction unless mutually agreed upon substitute Space is provided during such programs.

8. Non Exclusive Rights. This Agreement shall be non-exclusive and the Authority reserves the right to enter into like contracts with no more than five (5) other individuals, firms, or corporations engaging in the car rental business at the Airport, and similar contracts which exclude the use of the existing or renovated Service/Storage Facility. The Authority shall not grant to any other person, firm or corporation a car rental concession on terms more favorable than those granted to the Concessionaire.
9. Rights of Ingress and Egress. The Authority grants to Concessionaire the right of ingress and egress to and from the Space, the Service/Storage Facility, the Ready Car Lot, or the Overflow Lot, for Concessionaire's employees, agents, passengers and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the Authority shall be excluded.

ARTICLE 3

Undertakings of Concessionaire

1. Concessionaire agrees to utilize the Space, the Ready Car Lot, Overflow Lot, and the Service/Storage Facility for the use and benefit of the public.
2. The Concessionaire shall collect and remit to the Authority, a customer facility charge in the amount of six dollars (\$6.00) per rental transaction. The customer facility charge collected by Concessionaire shall be accounted for separately on the Concessionaire's books of account but the customer facility charge may be commingled with the Concessionaire's other sources of revenue. The customer facility charges collected by the Concessionaire shall be regarded as trust funds held by the Concessionaire as an agent for the beneficial interest of the Authority. All customer facility charges collected and held by Concessionaire are property in which the Concessionaire holds a possessory interest and not an equitable interest.
3. The Concessionaire shall furnish car rental service on a fair, equal, and not unjustly discriminatory basis to the public, and to charge fair, reasonable, and not unjustly discriminatory prices.
4. The Concessionaire shall provide the quality and quantity of car rental services necessary to reasonably serve the needs of the general public and passengers

and invitees at the Airport. Services provided by the Concessionaire shall consist of a sufficient number, to prevent being regularly sold out, of recent manufacture vehicles, not more than three (3) model years old, under 45,000 miles in popular price ranges and sufficient personnel to reasonably serve the demand for such services at the Airport. In addition, the Concessionaire will be required to obtain, at its sole expense, all licenses and permits necessary for its operations under this Agreement.

5. The Concessionaire shall comply with all federal, state, local and Authority laws, rules, ordinances and regulations governing the Airport or activities performed or engaged in at the Airport.
6. The Concessionaire shall provide car rental service in the Terminal beginning one hour before the first scheduled arriving flight, but in no case later than 8:00am, in the morning and until one (1) hour after the last arriving flight in the evening. Adequate service shall be provided at all times. The hours of operation may be altered only with the prior written approval of the Airport Director, but in no event shall alteration of these hours constitute a waiver of payment of the Minimum Annual Guarantee by the Concessionaire.
7. Concessionaire shall 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 corporate policies 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.
8. Concessionaire shall keep all unauthorized personnel in its employ off the Airport Operational Areas as designated by the Authority.
9. Concessionaire shall faithfully submit its payments under this Agreement, as defined in Article 5.
10. Concessionaire agrees that it will prepare and deliver to the Authority, on or before the twentieth (20th) day of each calendar month during the term of this Agreement, a statement which shall be subscribed and certified to as correct by Concessionaire, or its authorized representatives, on forms prescribed, or approved, by the Authority, showing all of the gross revenues and customer contract transactions from Concessionaire's car rental operations at the Airport for the previous month. The certification shall be by an official of the firm who is responsible for, or knowledgeable about, the financial records of the Concessionaire at the Airport.
 - A. Within ninety (90) days following the end of each year of operation as defined in Section 5 of Article 5 hereof and within the same number of days following expiration, termination, or cancellation of this Agreement, the Concessionaire, at its sole expense, shall submit to the Authority a

certified statement, certified by an officer of the Concessionaire, of the gross revenue derived by the Concessionaire during the said period from its car rental concession at the Airport.

- B. Concessionaire shall operate its business at the Airport so that a rental agreement invoice, shall be issued with each vehicle rental. Concessionaire shall keep books and records in accordance with generally accepted accounting principles.
 - C. The Concessionaire hereby grants to the Authority the right to audit Concessionaire's books and records for its operation at the Airport and agrees to make available to the Authority, or its authorized representative, at any time upon reasonable notice, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., either at its Airport office or its home office, at the Authority's election, all records, record books, and pertinent information as may be required for audit purposes. If such an inspection is made by said authorized representatives and it is determined as a result thereof that Concessionaire has underpaid the Authority by more than five percent (5%) of the amount to which it is entitled under Article 5 hereof, Concessionaire shall reimburse the Authority for its reasonable costs of making such inspection of said books and records, and this obligation of reimbursement shall be in addition to the obligation to pay any discovered underpayment. If an inspection determines that Concessionaire has underpaid the Authority by less than five (5%) percent of the amount to which it is entitled under Article 5 hereof, Concessionaire shall reimburse the Authority the amount which it underpaid. Termination of this Agreement for fraud shall not serve to nullify such obligation.
11. Concessionaire will provide to the Authority upon the execution of this Agreement and shall thereafter maintain in effect throughout the term hereof, a Contract Performance Bond, (hereinafter "**Bond**"), in an amount equal to the current year's Minimum Annual Guarantee of the concessionaire, to assure the full and faithful performance by concessionaire of its obligations under this Agreement, including the payment of rents and fees due hereunder. The Bond shall be with a surety company licensed to do business in the State of Michigan and shall be in a form acceptable to the Authority, in its reasonable discretion. The Bond is attached hereto as **Exhibit D** and made a part hereof.
12. Driving Practices: The Concessionaire shall closely control, and supervise the driving practices of its employees. The Concessionaire shall not permit reckless, careless, or driving in excess of posted speed limits by its employees. If the Authority issues three or more citations to Concessionaire employees within a thirty (30) day period, the Concessionaire shall pay the Authority one hundred and fifty dollars (\$150) as liquidated damages. The liquidated damages shall be in addition to the fines imposed (via the citations) on the driver. The Authority will notify the Concessionaire in the event a citation is written.

13. The Concessionaire shall attend all meetings requested by the Authority throughout the term of this Agreement.

ARTICLE 4 **Term**

1. The term of this Agreement shall commence on the first (1st) of July, 2023 for a term of three (3) years which term will expire on the thirtieth (30th) of June 2026.
2. Upon expiration of the initial term or any subsequent term of this Agreement, with ninety (90) days written notice in advance of the expiration, the Authority will have the right at its sole discretion to extend this Agreement for an additional three (3) year term at which time the Concessionaire will have the option of accepting or rejecting the extension. Should such an extension be granted by the Authority and accepted by the Concessionaire, the Minimum Annual Guarantee (MAG) shall be 85% of the prior year actual concessions due the Authority. The Authority shall have the right to determine the rents and fees for such term.
3. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term hereof, without the express written permission of the Authority, it is the intention of the parties and it is hereby agreed that a tenancy from month-to-month (or "holdover") shall then arise subject to all the terms and conditions of this Agreement except that the Authority shall, from that time forward, have the sole right to determine the rents and fees for any additional period.

ARTICLE 5 **Concession Fees and Rents**

1. For the privilege of conducting the concession operations hereunder, the Concessionaire shall pay to the Authority, the greater of the following Concession Fee:

- A. The stipulated Minimum Annual Guarantee (MAG) as written in the Request for Proposals will be as follows:

July 2023 – June 2024 _____

July 2024 – June 2025 _____

July 2025 – June 2026 _____

OR

- B. Ten percent (10%) of the gross revenues, as hereinafter defined, derived from the Concessionaire's car rental operations at the Airport, whichever is greater.
2. Gross revenues shall be defined to be all-inclusive excluding only the following items:
- A. Customer facility charges;
 - B. Charges to a customer for costs for repair and/or extensive cleaning of a vehicle; and other expenses incurred by the Concessionaire and reimbursed by the customer to return a vehicle back to service;
 - C. Charges to a customer for towing a damaged vehicle, transporters of damaged vehicles, or the replacement of lost or damaged keys;
 - D. Any Federal, State, or municipal sales or other similar taxes separately stated and collected from customers of Concessionaire;
 - E. Amounts received as insurance or otherwise as a result of a loss, conversion or abandonment of a vehicle or keys to a vehicle or other property of Concessionaire;
 - F. Sums received from a customer for reimbursement of impound fees, towing fees, tolls, and parking tickets and other governmental fines which are incurred as a result of the customers' actions, along with the administrative fee charged for the processing of such payment and recovery.
- A car shall be deemed to have been rented at the Airport including, but not limited to, the following circumstances:
- A. If the rental contract is entered into at the Airport regardless of where the car is delivered.
 - B. If the car is delivered at the Airport regardless of where the contract was entered into or the car returned.
3. All authorized charges and items of accounts receivable shall not be entitled to any rebates or refunds by reason of non-collection thereof except as hereinbefore set forth.

4. The Concessionaire shall make payment of Concession Fees to the Authority in accordance with the following provisions:
 - A. The Concessionaire shall pay to the Authority, on or before the twentieth (20th) day of each month, one-twelfth (1/12) of the Minimum Annual Guarantee, together with any excess concession fee due the Authority resulting from the application of the stipulated percentage of gross revenues (10%) to the gross revenues derived from the Concessionaire's operations during the preceding month, but in no event less than one-twelfth (1/12) of the applicable Minimum Annual Guarantee.
 - B. Upon the expiration of the first (1st) year of operation, defined hereinafter, and annually thereafter during the term of this Agreement, if the total amounts paid by the Concessionaire to the Authority during the prior year of operation exceed the amount derived by applying the stipulated percent of gross revenues to the total gross revenues derived from the concession during such year of operation, such excess shall be credited against the succeeding month's concession fee; provided, however, the annual payment to the Authority by the Concessionaire shall not be less than the Minimum Annual Guarantee stipulated herein.
5. A "year of operation" for the purpose of this Agreement shall mean the period commencing **July 1** of each year and terminating **June 30** the following year.
6. For the rental of the Space provided herein, the Concessionaire shall pay per month in advance for each month of this three (3) year Agreement, on a per square foot basis an amount equal to the rates charged for airline exclusive use areas. The adjustment of the rental rate shall be in accordance with the airline rate adjustments. The adjustment will be made with the beginning of each year of operation.
7. For Parking space made available in the Ready Car Lot, the Concessionaire shall pay monthly rental in advance at the rate of Thirty and no/100 dollars (\$30.00) per parking space per month. The first four (4) parking spaces are provided free of charge with this Agreement.
8. For Parking space made available in the Overflow Lot, the Concessionaire shall pay monthly rental in advance at the rate of Fifteen and no/100 dollars (\$15.00) per parking space per month. Unattended rental vehicles left in unmarked space(s) in the Overflow Lot will be billed at the rate of twenty and no/100 dollars (\$20.00) per day plus any applicable towing costs.
9. For the use of the Service/Storage Facility provided for herein, the Concessionaire shall pay each month commencing on the first day of the month of occupancy, its proportional share of rents and costs based on the proportion of Customer Facility Charges collected by each concessionaire detailed in sections

9-A, B, C, and D below. Section 10 defines how the pro rata shares shall be calculated:

- A. Land rental in the amount of twelve hundred and no/100 dollars (\$1,950.00).
- B. Facility rental in the amount of six thousand three hundred fifty and no/100 dollars (\$7,200.00).
- C. A rental for the Authority's cost of maintaining and repairing the Service/Storage Facility which shall include, but not be limited to, all utilities, equipment maintenance (including materials and supplies), facility repair, snow removal, refuse collection, janitorial service, and pavement maintenance. This rental shall be charged at the Authority's cost-plus fifteen percent (15%) overhead.
- D. A rental for monthly debt service to cover the costs of major renovations and/or additions to the facility such as additional gas pumps, bays, and/or replacement of the car wash equipment including any related engineering costs will be added into the formula upon completion of the improvements. Prior to calculating the monthly payment any current surplus in the existing reserve account will first be offset against these costs. The remainder of the costs will be amortized monthly over the remaining term of the agreement. Such amortization will include an interest component equal to the rate for commercial mortgages in Genesee County Michigan at the time of commencement of construction.

Monthly customer facility charges collected will be offset against these amounts to determine the total cost to be prorated. Should there be any excess Customer Facility Charges they will first be applied to the principal balance of existing debt service until extinguished and then they will be held in reserve for any future major renovations, additions and/or construction to benefit the rental car concessionaires.

The rentals provided for in this section shall be due and payable by the Concessionaire within fifteen (15) days after receipt of an invoice from the Authority.

- 10. The rentals provided for in Article 5, Section 9 shall be allocated among all on airport rental car Concessionaires according to the following:
 - A. The total number of vehicles serviced based on customer facility charges collected by all Concessionaires shall be totaled each month.
 - B. Each Concessionaire's customer facility charges shall be divided by the total customer facility charge revenue derived under Section 10-A, and expressed as a percentage.

- C. The percentage derived from Section 10-B for each Concessionaire shall be multiplied by the sum of the rentals provided in Sections 9(A) through (D) to determine each Concessionaire's rental for the month.

In the event the Concessionaire fails to report its customer facility charges as required by Article 3, the Authority may at its sole option estimate the Concessionaire's customer facility charges and invoice the Concessionaire under the provisions of this section.

11. All payments shall be made at the Airport Director's office, monthly in advance, unless otherwise provided for herein, due on the first day of each month without the requirement of a demand thereof.
12. In the event any payment, whether denominated a rent or fee, is not paid when due, the Authority shall assess, and the Concessionaire agrees to pay, a one percent (1%) late charge, plus an additional one percent (1%) each month on any remaining unpaid balance which is past due.
13. Concessionaire's obligation to make the monthly payment of the Minimum Annual Guarantee pursuant to this Agreement shall abate for each month during the term of this Agreement in which either of the following circumstances exist:
 - A. The number of deplaning passengers on all scheduled airline flights at the Airport during one calendar month is less than eighty-five percent (85-%) of the number of deplaning passengers for the same calendar month of the prior year; or
 - B. Concessionaire's vehicle rental business at the Airport, through no fault of its own, is affected by shortages or other disruptions in the supply of automobiles, gasoline, or other goods necessary for the operation of Concessionaire's business, and which results in a material diminution in Concessionaire's Gross Revenue for that calendar month.

If the monthly MAG is abated for either of these reasons, the 10% Concessionaire Fee identified in Article 5 Section 1.B. will be due to the Authority. The annual MAG will be adjusted to reflect the MAG abatement for the impacted month as follows:

- A. Total annual MAG divided by twelve (12) to identify the monthly MAG.
- B. The total annual MAG will be adjusted down by the difference between the monthly MAG and the 10% Concessionaire Fee due during the impacted month.

14. Concession Recovery Fee: The Authority does not require, but will not prohibit, a separate statement of and charge for the Concession Recovery or Recoupment Fee on customer invoices or rental agreements, provided that such Concession Recovery Fee meets the following conditions: a) such Fee shall be referred to as the "Concession Recovery Fee" or "Concession Recoupment Fee"; and b) the Fee as stated on the invoice and charged to the customer shall be no more than eleven and eleven one-hundredths percent (11.11%) of Gross Revenues.
15. Limitation on Pass-through Fees: Concessionaires will be permitted to pass through to their customers the Customer Facility Charge, Concession Recovery Fee (as discussed above), Vehicle License Recoupment Fee, and Energy Recovery Fee. No other add-on fees or pass-through fees will be permitted unless previously approved in writing by the Authority.

ARTICLE 6

Taxes, Licenses, Debts and Liens

1. The Concessionaire shall promptly pay, when due, any and all taxes or assessments which may be assessed upon the Space, Service/Storage Facility, the Ready Car Lot, the Overflow Lot or its property located at the Airport.
2. Concessionaire shall promptly pay, when due, all taxes, license fees and permit fees applicable to its business and acquire and keep current all licenses, municipal, state and federal, required as a result of its operations at the Airport.
3. The Concessionaire shall promptly pay, when due, all bills, debts and obligations incurred by Concessionaire in connection with its operations or activities at the Airport.
4. The Concessionaire shall have no power to do any act or make any contract which may create any lien, mortgage, or other encumbrance upon an interest of the Authority or the City of Flint in the Airport premises or the buildings, or improvements thereon. If, because of any act or omission (or alleged act or any contract which may create any lien, mortgage, or other encumbrance upon an interest of the Authority or the City of Flint in the Airport premises or the buildings, or improvements omission) of Concessionaire, any mechanic's or other lien is filed against the premises, any improvements thereon, or against the Authority (whether or not such lien, charge or order is valid or enforceable as such), Concessionaire shall, at its cost and expense, cause the same to be canceled and discharged of record or bonded within ten days after notice to Concessionaire of the filing thereof, and Concessionaire shall indemnify, defend, and save the Authority harmless against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable attorney fees, resulting there from. If Concessionaire fails to have the lien canceled, discharged, or bonded as aforesaid, then the Authority may, after

serving twenty-four hours notice on Concessionaire, pay the amount of said lien, or discharge the same by depositing or filing the bond required by law, and may pay any judgment recovered under such claim. The amount or amounts so paid or deposited, and all expenses incurred, including attorney's fees, shall, at the option of the Authority, be deemed additional rent and added by the Authority to the next or any subsequent installment of rent hereunder, and the Authority at its option shall have the same remedies for the nonpayment thereof as for the nonpayment of rent reserved.

ARTICLE 7

Improvement Requirements

1. Any major repairs, construction, alterations, modification, additions or replacements, herein referred to as "Improvements", done or erected upon the Space, Service/Storage Facility, the Ready Car Lot or the Overflow Lot by Concessionaire shall conform to all applicable federal, state and local codes and/or requirements in effect at the time. Plans and specifications for any such improvements shall be submitted to the Authority and approved by the Authority in writing prior to commencement of the work. Improvements placed by Concessionaire shall revert to, and become the property of, the Authority at the expiration or termination of this Agreement, provided however, the Authority reserves the right upon written notification to the Concessionaire to remove all Concessionaires improvements and restore the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot to its condition before the installation of the improvements. All costs incurred as a result of the removal by the Authority, shall be considered additional rent.
2. Subsequent to completion of the Improvements, the Concessionaire shall submit a set of "as built" drawings and computer-aided design (CAD) drawings or prints depicting the Improvements. Said drawings shall be signed and sealed by an architect or engineer licensed in the State of Michigan.
3. Unless otherwise provided for herein, the cost of all Improvements shall be paid by Concessionaire and the Authority shall have no responsibility therefore, provided, however, that if the Improvements are done or erected upon the Space, Service/Storage Facility, the Ready Car Lot or the Overflow Lot by the Authority on behalf of the Concessionaire, the cost of such Improvements and all costs associated therewith (hereinafter, the "**Cost**"), shall be paid by the Concessionaire to the Authority within fifteen (15) days of receipt of an invoice from the Authority. The Cost shall be deemed to be "additional rent".

ARTICLE 8
Responsibilities of the Authority

1. In the operation of the Concessionaire's activities hereunder, the Authority shall provide within the Terminal:
 - A. Initial electrical outlets in the Space;
 - B. Initial lighting fixtures for general area illumination;
 - C. Heat and air conditioning;
 - D. Electric and telephone utilities to the point of outlet in the Space;
 - E. Sales counter, without inserts;
 - F. System repairs to utilities, excluding mechanical and electrical devices owned by the Concessionaire, and excluding repairs arising from use or misuse of such mechanical and electrical devices;
 - G. Trash pickup and disposal service from central locations, with such locations to be designated by the Authority.
2. The Authority will illuminate and maintain the Service/Storage Facility, the Ready Car Lot and the Overflow Lot provided, however, that any repairs occasioned by the negligence of the Concessionaire shall be repaired by the Concessionaire at its own expense within twenty (20) days of the date of written request from the Authority to Concessionaire, and in a manner subject to prior written approval by the Authority. In the event the Concessionaire does not make or does not complete such repairs in accordance with the time schedule and in the manner approved by the Authority, the Authority, at its option, may make such repairs and bill the Concessionaire for the costs thereof. Such costs will be considered as additional rent herein.

ARTICLE 9
Responsibilities of the Concessionaire

1. In the operation of the Space in the Terminal, the Concessionaire shall provide the following:
 - A. Janitorial service within the Space;
 - B. All interior furnishing, other than the sales counter, subject to the prior written approval of the Authority;

- C. All concession equipment, subject to the prior written approval of the Authority;
 - D. Counter inserts, if such are required;
 - E. Special accounting equipment adequate for providing records of gross revenues;
 - F. Any inter-communication systems (excluding public address systems) which it may desire, as permitted under Article 2, Section 2, of this Agreement;
 - G. Connection of utilities to operating equipment;
 - H. All permits, licenses, notices and other requirements specified by federal, state or local government or by the Airport Authority rules or regulations.
- 2. Concessionaire shall be responsible for the signing of its portion of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot with signs approved by the Authority in accordance with Article 2, Section 3, of this Agreement and installed according to plans and specifications approved by the Authority.
 - 3. Concessionaire shall be responsible for routine maintenance and repair of its Space, Service/Storage Facility, the Ready Car Lot, and the Overflow Lot including but not limited to placing of refuse into approved Authority containers, maintenance and repair of the sales counter inserts and the replacement of light bulbs in the Space.

ARTICLE 10

Equipment Installation

- 1. Concessionaire shall provide all equipment, decor and interior furnishings for its operation, including all necessary installation work, subject to the prior written approval of the Authority. The Authority reserves the right to inspect the work of Concessionaire and its contractors to ensure that all equipment, decor, and installations are in strict conformity with the plans and specifications provided to the Authority.
- 2. All costs for installation and maintenance of Concessionaire's equipment shall be borne by Concessionaire.
- 3. After commencement of operations hereunder, the Concessionaire shall not install, remove or replace any interior equipment or furnishings without notification to, and receipt of prior written approval of, the Authority.

ARTICLE 11
Equipment Disposal at Expiration or Termination of Agreement

1. Upon termination of this Agreement, or any extension or renewal hereof, whether by expiration, mutual agreement, or default on the part of the Concessionaire, the Concessionaire shall forthwith remove from the Airport all of its equipment and furnishings in the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot.
2. All property of the Concessionaire not removed from the Airport may, at the Concessionaire's expense, be removed by the Authority. All costs incurred as a result of removal of Concessionaire's equipment and furnishings will be considered as additional rent herein.
3. The Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot used under this Agreement shall be left in good condition, broom clean, normal wear and tear expected.

ARTICLE 12
Care, Maintenance and Repair

1. The Authority agrees to maintain the Terminal in good repair.
2. Concessionaire warrants it has inspected the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lots and accepts them, "as is," in their present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of any governmental authority having jurisdiction over the Airport and by the rules and regulations of the Authority and admits its suitability and sufficiency for the uses permitted hereunder.
3. Except as may otherwise be provided herein, the Authority shall not be required to maintain nor make improvements, repairs or restoration to the Space designated for use by Concessionaire or of any of the improvements located thereon by Concessionaire. Concessionaire shall assume the entire responsibility for all repairs and maintenance of the Space and all improvements thereon in a good workmanlike manner and to the satisfaction of the Authority.
4. Concessionaire shall, at all times, keep the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot and all of its fixtures, equipment and personal property, in a clean, safe and orderly condition and appearance and shall promptly remove rubbish and any abandoned equipment from same.

5. In the event Concessionaire fails to commence to maintain, clean, repair, replace or rebuild within thirty (30) days after written notice from the Authority to do any such work required to be done by Concessionaire, then the Authority, at its option, and in addition to any other remedies available to it, may enter the areas involved and perform such work and the cost and expenses thereof shall be payable to Authority by Concessionaire on demand. Said cost and expenses shall be considered additional rent. Provided however that if the Concessionaire's failure to perform such work endangers the conditions of improvements on the Space, Service/Storage Facility, the Ready Car Lot, or the Overflow Lot or endangers the health or safety of the public or persons employed at the Airport, and if the Authority so states in a written notice to the Concessionaire, the Authority may, but shall not be obligated to, perform such work at any time after the giving of such notice and without awaiting the expiration of said 30-day period and may charge to Concessionaire, as additional rent, the reasonable cost of such performance. It is further agreed that if the Authority shall perform any of the Concessionaire's work in accordance with this paragraph, the Authority shall not be liable to the Concessionaire for any loss of revenue to Concessionaire resulting from such performance.
6. Damage by Fire or Other Casualty. If the Space or Service/Storage Facility shall be partially damaged by fire other casualty, not occasioned by the willful act or negligence of Concessionaire, but not rendered untenable, the same shall be repaired with due diligence by the Authority. If the damage, not occasioned by the willful act or negligence of the Concessionaire, shall be so extensive as to render part, or all, of such Space untenable, but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Authority, and the rents and fees payable hereunder shall be proportionately paid to the time of such damage and shall thereafter cease as to the untenable Space until such shall be in order. If the Space, Service/Storage Facility, or any part thereof, is completely destroyed by fire or other casualty, not occasioned by the willful act or negligence by the Concessionaire, or so damaged as to remain untenable for more than sixty (60) days, then at the option of Concessionaire: either (1) said premises shall be repaired, or reconstructed with due diligence by the Authority and the rents and fees payable hereunder for the destroyed Space shall be proportionately paid to the time of such damage or destruction and shall thereafter cease until such time as the Space and/or the Service/Storage, shall be put in order; or (2) within sixty (60) days after the time of such damage or destruction and before the said Space and/or the Service/Storage Facility, shall be put in order, and before a contract for repair or reconstruction thereof has been signed, Concessionaire shall give the Authority notice of its intention to cancel this Agreement.

Nothing in this Article or any other provision of this Agreement shall apply to damages caused by the willful or negligent acts of Concessionaire. In the event of such damage, the same shall be repaired with due diligence by the Concessionaire at its cost and expense; provided that, at the option of the

Authority, the Authority may require the Concessionaire to assign any applicable insurance proceeds to the Authority and the Authority may undertake the necessary repairs to the extent of such insurance proceeds and the remainder, if any, of the repairs shall be the responsibility of the Concessionaire.

The Concessionaire understands and agrees that the Authority shall not be responsible or liable for any act of vandalism or damage to the Space or Concessionaire's property located in the Service/Storage Facility, the Ready Car Lot or the Overflow Lot.

ARTICLE 13

Assignment or Transfer by Concessionaire

1. Concessionaire agrees that it will not sell, convey, transfer, mortgage, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Authority, unless otherwise provided herein, it being the intention of the Authority to grant this Concession individually to the Concessionaire. In the event the assignee is a subsidiary or licensee of the Concessionaire, or if the assignee merges or consolidates with the Concessionaire, then only notice to the Authority is required. Notice must be given within sixty (60) days consummation of the transaction. In the event of any assignment or sublease, the Concessionaire shall continue to be responsible for the performance of the terms and conditions contained herein.
2. Any assignment or transfer of this Agreement or any rights of Concessionaire hereunder, or subleasing all or any part of the Space, Service/Storage Facility, the Ready Car Lot or the Overflow Lot without the prior written consent of the Authority shall convey to the Authority the right to terminate this Agreement at its sole discretion.

ARTICLE 14

Termination

1. This Agreement shall expire at the end of the full term hereof, and the Concessionaire shall have no further right or interest in the Space, Service/Storage Facility, the Ready Car Lot or Overflow Lot.
2. Default in the payment of any of the rents, charges or fees reserved herein to the Authority shall give the Authority the right to terminate this Agreement at any time after thirty (30) days written notice has been given to the Concessionaire, unless within said time, the Concessionaire has cured the default.
3. The Authority shall have the right to terminate this Agreement for a violation of any other condition or provision hereof other than nonpayment of rent, charges, or fees, at any time after thirty (30) days written notice has been given to the

Concessionaire and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

4. The Authority may terminate this Agreement upon or after the happening of any of the following events:
 - A. Assignment for Creditors: The Concessionaire shall make a general assignment for the benefit of creditors.
 - B. Bankruptcy: The Concessionaire shall file a petition for relief as a debtor under any section or chapter of the Federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or the State of Michigan; or an Order for Relief shall be entered against the Concessionaire as a debtor in any bankruptcy or insolvency proceedings; or a petition or an answer proposing the entry of an Order for Relief against the Concessionaire as a debtor in a bankruptcy or reorganization proceeding under any present or future bankruptcy or similar law shall be filed in any Court.
 - C. Receivership: A receiver, trustee, or custodian shall be appointed for all or substantially all of the assets of the Concessionaire in any proceeding brought by or against the Concessionaire or the Concessionaire shall consent to or acquiesce in such appointment in any such proceeding.
5. The Authority shall have the right to terminate this Agreement upon Concessionaire's abandonment of the Space, Service/Storage Facility, the Ready Car Lot or Overflow Lot. For the purpose of this Agreement, the Space, Service/Storage Facility, the Ready Car Lot or the Overflow Lot shall be considered abandoned if not used by the Concessionaire for a period of ninety (90) consecutive days.
6. Upon termination or expiration of this Agreement, the Authority shall have the right to enter the Space, Service/Storage Facility, the Ready Car Lot, or the Overflow Lot, repossess the same and expel the Concessionaire and remove its effects, without being deemed guilty of any manner of trespass, and without prejudice to any other remedies available to the Authority for such default, absent such reentry. Concessionaire agrees that in the event of entry by the Authority, Concessionaire shall indemnify the Authority against any loss of rent incurred thereby, pursuant to the provisions of Article 15 hereof.
7. Concessionaire may terminate this Agreement upon or after the happening of any of the following events:
 - A. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Concessionaire's use of the Airport and the

remaining in force of such injunction for a period of ninety (90) days or more, provided, however, that said court action is not due to any fault of Concessionaire.

- B. The inability of the Concessionaire to use the Airport because of the issuance of any order, rule or regulation by the Federal Aviation Administration, the United States Department of Transportation, or other competent governmental authority preventing Concessionaire from operating at the Airport, provided, however, that such inability or such order, rule or regulation is not due to any fault of Concessionaire.
 - C. The default by the Authority in the performance of any covenant or Agreement herein required to be performed by the Authority, which covenant or Agreement substantially affects this Agreement, and the failure by the Authority to remedy such default within thirty (30) days after receipt of notice of such default from the Concessionaire.
 - D. The assumption by the United States Government or by any authorized agency thereof of the operation, control or use of the Airport and its facilities or of any substantial part or parts thereof, in such manner as substantially to exclude the Concessionaire from the Airport or to prevent it from operating at the Airport, for a period of at least ninety (90) days.
 - E. The substantial restriction of the Concessionaire's ability to conduct its business at the Airport for a period of ninety (90) days or more because of the action of the federal or state government or any agency or political subdivision thereof substantially restricting the operation of the Airport by the Authority.
8. Upon expiration of the term, or upon termination of this Agreement, the Concessionaire shall peacefully surrender and vacate the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, in as good condition as when the term of this Agreement commenced, ordinary wear and tear excepted. Personal property of the Concessionaire shall be removed at the Concessionaire's expense, within ten (10) days of the expiration or other termination of this Agreement.

ARTICLE 15
Survival of the Obligations of the Concessionaire

1. In the event that this Agreement shall have been terminated in accordance with the provisions of Article 14, Section 2 through 5 hereof, all the obligations of the Concessionaire under this Agreement shall survive such termination and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Authority to the same extent, at the same time or times, and in the same manner as if no termination had taken place. The Authority may maintain separate actions to recover the damage or deficiency then due or at its option and at any time may accelerate the remaining balance due and sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.
2. The amount of damages for the period of time subsequent to termination on account of the Concessionaire's rental obligations shall be the sum of the following:
 - A. The amount of the total of all installments of rents, fees and charges less the installments thereof paid prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month; and
 - B. An amount equal to all expenses incurred by the Authority and not reimbursed in connection with regaining possession, restoring the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, legal expenses (including but not limited to attorney fees), and putting the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot in order.
3. There shall be credited to the account of the Concessionaire against its survived obligations hereunder; a) the amount actually received from any Concessionaire, licensee, permittee or other occupier in connection with the use of the said Space, Ready Car Lot, and Service/Storage Facility or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement and, b) the market value of the occupancy of such portion of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, as the Authority may itself during such period actually use and occupy. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, nor shall such use and occupancy constitute a waiver of any rights of the Authority hereunder. The Authority will use reasonable efforts to mitigate damages to Concessionaire under this Article.

ARTICLE 16
Use Subsequent to Cancellation or Termination

1. The Authority, upon termination or cancellation pursuant to Article 14 hereof, may occupy the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, or may enter into an agreement with another concessionaire, and shall have the right to permit any person, firm or corporation to enter upon the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, and use the same. Such use may be of part only of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, or of the entire Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement, except other car rental companies.
2. The Authority shall also, upon said termination or cancellation have the right to repair and to make structural or other changes in the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, including changes which alter its character and the suitability thereof for the purposes of the Concessionaire under this Agreement, without affecting, altering or diminishing the obligations of the Concessionaire hereunder, provided, that any structural changes shall not be at Concessionaire's expense.

ARTICLE 17
Rights of Entry Reserved

1. The Authority, by its officers, employees, agents and contractors, shall have the right at all reasonable times to enter upon the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, whether in exclusive or joint use areas for purposes of inspection and for other purposes permitted by this Agreement.
2. Without limiting the generality of the foregoing, the Authority, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right at its own cost and 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 Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, 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 Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, such systems or parts thereof and, in connection with such maintenance, use the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, for 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 or use of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot.

3. Any use by the Authority of the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, for access, repair, alteration or new construction shall be performed by the Authority with reasonable dispatch and the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, shall be left in as good order and condition as it was prior to commencement of the work.

ARTICLE 18

Indemnification and Liability

1. Nothing in this Agreement shall be construed to impose any liability whatsoever upon the Authority to any person, firm, association, corporation or other entity of any type engaged by the Concessionaire, its employees, servants, agents or independent contractors, or in any other capacity whatsoever, or to make the Authority liable to such persons, firms, associations, corporations or other types of entities, or to any government, for the acts, omissions, liabilities, obligations or taxes of the Concessionaire of any nature, including, without limitation, unemployment and disability insurance and Social Security taxes of the Concessionaire, its employees, servants, agents or independent contractors.
2. The Concessionaire agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, employees and agents for and against any and all claims, losses, suits, judgments, fines, penalties, damages, liabilities and costs, including, but not limited to, costs of defense, arising out of, or in any way connected wholly or in part with, any acts or omissions of the Concessionaire or the invitees, employees, agents, contractors, guests, assigns, or sublessees of the Concessionaire.
3. The Authority shall notify the Concessionaire upon the filing with the Authority of a claim for damages arising out of, or alleged to arise out of, any incident for which the Concessionaire has agreed to indemnify, defend, save and hold harmless the Authority.
4. The Concessionaire shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement the insurance coverage described below.
 - A. Comprehensive General Liability. The Concessionaire shall procure and maintain a comprehensive general liability insurance policy, with liability limits in the amount of not less than \$2,000,000.00 per vehicle, single limit liability for bodily injury including death and property damage in any one

occurrence and not less than \$2,000,000.00 for other single limit liability for bodily injury, including death, and property damage in one occurrence. Said policies of insurance must include coverage for premises, operations and the Concessionaire's contractual liability to the Authority hereunder. Contractual liability coverage shall specifically insure the hold harmless provision of this Agreement.

- B. Commercial Auto Liability. The Concessionaire shall procure and maintain commercial auto liability coverage, including owned, non-owned or hired in the amount of \$2,000,000.00 each accident, combined single limit.
- C. Property Coverage. The Concessionaire shall procure and maintain "all-risks" property coverage in limits reasonably related to the value of Improvements to the Space. In the event of damage to or destruction of the Space, the Authority has the option to require the concessionaire to devote the insurance proceeds to the repair or replacement of the Space.
- D. Endorsements. The Authority, the City of Flint, and the County of Genesee and their officers, directors, agents, and employees, shall be named as additional insureds on the policies of insurance. The policies shall be written by companies authorized to write such insurance in Michigan, rated no less than B+IX by A.M. Best and satisfactory to the Authority. Policies shall provide that thirty (30) days written notice be given to the Authority 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. Certificates of insurance in a form satisfactory to the Authority marked "premiums paid" and containing an endorsement naming the Authority, the City of Flint, and the County of Genesee and their officers, agents, and employees as additional insureds and copies of policies of insurance shall be delivered to the Authority.
- E. The Concessionaire shall not violate the terms or prohibitions of insurance policies required to be furnished by the Concessionaire. The 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.
- F. Concessionaire shall at all times during the course of its operations at the Airport maintain full workers compensation in the form and amount required by applicable Michigan law.
- G. Concessionaire may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program

satisfactory to the Authority, and with prior written approval of the Authority.

- H. The indemnity provisions set forth herein shall survive the expiration or early termination of this Agreement.

ARTICLE 19

Notices

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

The Authority: Bishop Int'l Airport Authority
3425 West Bristol Road
Flint, MI 48507
ATTN: Airport Director

The Concessionaire: {insert Concessionaire
information}

or to such other address as may be designated by the parties from time to time.

ARTICLE 20

Non-Discrimination

1. The Concessionaire shall comply with all Required Federal Contract Provisions, as may be amended from time to time by the Federal Aviation Administration, included with this agreement as Exhibit E.
2. Compliance with 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 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.
3. Compliance with Elliott Larsen Act 2209 Civil Rights Act and Persons With Disabilities Civil Rights Act: In accordance with Act No. 453, Public Acts of 1976, as amended, specifically MCL §37.2209, the Contractor 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, specifically MCL §37.1209, the Contractor 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 disability 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 contract.

4. Compliance with 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.
5. Compliance with 49 CFR Part 23:
 - A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - C. The Authority has an Airport Concession Disadvantaged Business Enterprise (ACDBE) program. The ACDBE program, at the beginning of the term of this Agreement, has a zero-point four five percent (0.45%) specific goal for this concession. If the Authority must modify this goal to remain in compliance with FAA rules and regulations, including 49 CFR Part 23, additional provisions will be added to this Agreement in accordance with the Authority's ACDBE Program, in its sole discretion, and the Concessionaire agrees to abide by such additional provisions. The Authority's ACDBE Program is available from the Authority.
6. Cooperation with Enforcement Procedures: The 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 21
Conformity with Laws, Ordinances, Rules and Regulations

1. From time to time the Authority may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. The Concessionaire agrees to observe and obey any and all such rules and regulations and all other federal, state and municipal rules, regulations, laws and ordinances and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan, as promulgated. The Authority reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws and ordinances. The Concessionaire shall be liable for any and all fines and penalties assessed against the Authority as a result of actions or omissions by the Concessionaire, its employees, agents, representatives or contractors.
2. The Concessionaire shall indemnify, defend and hold harmless the Authority, its officers, directors, agents and employees from any and all claims, liabilities, damages, losses, fines, penalties, or expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out arising out of the violation of any federal, state, or local law, ordinance, rules or regulations by said Concessionaire, its agents, employees, representatives or contractors.

ARTICLE 22
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 Concessionaire 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 air navigation, as determined by the appropriate federal rules and regulations including, but not limited to, 14 CFR Part 77.

5. Use Non-Exclusive. This Agreement shall be non-exclusive and subordinate to the provisions of the Master Lease between the City of Flint as Lessor 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. All covenants, stipulations and agreements in this Agreement are conditional limitations and not mere covenants and shall extend to and bind each party hereto, its legal representatives, successors and assigns.
7. Waivers. Failure by the Authority to insist upon the strict performance by the 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 defaults of the 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 the 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. Applicable Law. 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.
10. This Agreement is made for the sole and exclusive benefit of the Authority and the Concessionaire, their successors and assigns, and is not made for the benefit of any third party.
11. 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.
12. 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.

13. Nothing herein contained shall create or be construed to create a co-partnership or joint venture between the Authority and the Concessionaire or to constitute the Concessionaire an agent of the Authority. The Authority and the Concessionaire each expressly disclaim the existence of such a relationship between them.
14. 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 the Concessionaire to be performed pursuant to this Agreement, the Concessionaire shall peaceably have the Space, Service/Storage Facility, the Ready Car Lot and the Overflow Lot, subject to the provisions of this Agreement.
15. Invalid Provisions. 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 invalidity of such covenant, condition or provision does not materially prejudice either the Authority or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.
16. Interpretation of Agreement. Nothing in this 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 rights of the Authority.
17. Force Majeure. Neither the Authority or Concessionaire shall be deemed to be in violation of this Agreement for failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages or 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.
18. Definition of the Term "Days". As used within this Agreement, the term "days", whether used for purposes of giving notice or for accomplishing any task to be done, shall mean calendar days unless otherwise expressly noted.
19. Conflict of Interest. The Concessionaire must disclose in writing the nature and existence of any relationship involving Concessionaire and the Authority that, in

Concessionaires opinion, will or possibly may affect the independent professional judgment of the Concessionaire as it relates to its affairs with the Authority.

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ARTICLE 23
Entire Agreement

1. This Agreement consists of Articles 1 to 23, inclusive, and Exhibits A, B, C, D, and E.
2. The parties agree that this Agreement forms the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the Authority and the Concessionaire. The parties agree that no other representations or agreements shall be binding upon the Authority or the Concessionaire unless expressly provided for in this Agreement.

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

WITNESSES:

**BISHOP INTERNATIONAL AIRPORT
AUTHORITY (The Authority)**

By: _____
Chairperson

By: _____
Secretary

{Insert concessionaire}

By: _____
Its:

EXHIBIT E – FEDERAL CONTRACT PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “CONCESSIONAIRE”) agrees as follows:

1. **Compliance with Regulations:** CONCESSIONAIRE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** CONCESSIONAIRE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. CONCESSIONAIRE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONCESSIONAIRE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CONCESSIONAIRE of CONCESSIONAIRE’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONCESSIONAIRE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CONCESSIONAIRE is in the exclusive possession of another who fails or refuses to furnish the information, CONCESSIONAIRE will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONCESSIONAIRE’s noncompliance with the Non-discrimination provisions of this contract, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** CONCESSIONAIRE will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. CONCESSIONAIRE will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONCESSIONAIRE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, CONCESSIONAIRE may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program.

CONCESSIONAIRE for itself, its heirs, 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 facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CONCESSIONAIRE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. CONCESSIONAIRE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CONCESSIONAIRE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as the CONCESSIONAIRE. The above provision obligates the CONCESSIONAIRE for the period during which the property is owned, used or possessed by the CONCESSIONAIRE and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

Subcontracts. CONCESSIONAIRE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONCESSIONAIRE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

EXHIBIT 6 – FEDERAL CONTRACT PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “CONCESSIONAIRE”) agrees as follows:

1. **Compliance with Regulations:** CONCESSIONAIRE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** CONCESSIONAIRE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. CONCESSIONAIRE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONCESSIONAIRE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CONCESSIONAIRE of CONCESSIONAIRE’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONCESSIONAIRE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CONCESSIONAIRE is in the exclusive possession of another who fails or refuses to furnish the information, CONCESSIONAIRE will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONCESSIONAIRE’s noncompliance with the Non-discrimination provisions of this contract, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** CONCESSIONAIRE will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONCESSIONAIRE will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONCESSIONAIRE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, CONCESSIONAIRE may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. CONCESSIONAIRE for itself, its heirs, 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 facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CONCESSIONAIRE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. CONCESSIONAIRE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CONCESSIONAIRE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose

- property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as the CONCESSIONAIRE. The above provision obligates the CONCESSIONAIRE for the period during which the property is owned, used or possessed by the CONCESSIONAIRE and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. CONCESSIONAIRE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONCESSIONAIRE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

ATTACHMENT A – LETTER OF TRANSMITTAL, COMPANY PROFILE & BACKGROUND, KEY PERSONNEL
INFORMATION

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the Bishop International Airport Authority's specification applying thereto unless exception are noted.

Proposers name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Contact Person Name: _____

Contact Phone Number: _____

Contact Email Address: _____

Form of Ownership

- ☐ **Sole Proprietorship** (If so, complete page #)
- ☐ **Partnership** (If so, complete page #)
- ☐ **Corporation** (If so, complete page #)
- ☐ **Joint Venture** (If so, complete page #)
- ☐ **LLC** (If so, complete page #)
- ☐ **Other (Specify):** _____

Indicate if entity will be operating as a Franchisee.

If so, include letter from Franchisor granting approval
to propose at Bishop International Airport and
operate through the term of the agreement.

☐ Yes
☐ No

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this Attachment on the next page.

Bishop International Airport – Non-Exclusive On Airport Rental Car Service Concessions
Attachment A – Letter of Transmittal, Company Profile, Key Personnel

Name of Proposing Company: _____

Company's Primary Business – State the proposer's primary business, the number of years in the industry, and the number of employees assigned to those related activities:		
Primary Business	# of Years	# of Employees

<p>Bankruptcy Information: Have you personally, or any business you have been involved with, ever been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court within the last 5 years?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>If yes, state date, court jurisdiction, case number, amount of liabilities, amount of assets and status of each occurrence.</p>

Current Pending Litigation: Provide detailed information regarding litigation, liens, or claims involving proposer.

Local Office of Proposer (Office in/nearest Bishop International Airport): _____

Key Personnel:

Name	Title	Contact Information: Address, telephone number, email.	Designated as Primary Point of Contact for BIAA (YES/NO)

Attach additional sheets if necessary for any of the above information.

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, please answer the following:

1. Proprietor's Name (if woman owned, include maiden name if applicable): _____

2. Business Name in full (including all registered trade names): _____

3. Residence Address (including zip code): _____

4. Business Address (including zip code): _____

5. Birth Date: _____ Place of Birth: _____
6. Have you ever done business in Michigan? ☐ Yes ☐ No
If "Yes" when? _____ where? _____
7. Name of full-time managing officer or managing employee: _____

8. Attach résumés of owner(s) and full-time managing officer(s) or managing employee(s).

PARTNERSHIP STATEMENT

If a Partnership, please answer the following:

1. Date of Organization: _____

2. Please check the one that applies:

☐ General Partnership

☐ Limited Partnership

3. Partnership Agreement recorded? ☐ Yes ☐ No

Date	Book	Page	County	State
------	------	------	--------	-------

4. Has the partnership done business in Michigan? ☐ Yes ☐ No

If "Yes" when? _____ where? _____

Name, address, and partnership share of each general and/or limited partner (add additional sheets if necessary). If limited, general partner must be identified:

Name

Resident Address

Share

A. _____

B. _____

5. Furnish the following for each person shown under Item 4 above.

Birth Date

Place of Birth

A. _____

B. _____

6. Attach a complete copy of the fully executed Partnership Agreement.

7. Name of full-time managing officer or managing employee: _____

LIMITED LIABILITY COMPANY STATEMENT

If a Limited Liability Company, please answer the following:

1. Date of Organization: _____

2. Operating Agreement recorded? ☐ Yes ☐ No

Date	Book	Page	County	State
------	------	------	--------	-------

3. Please check the one that applies:

☐ Member Managed

☐ Manager Managed

3. Has the limited liability company done business in Michigan? ☐ Yes ☐ No

If "Yes" when? _____ where? _____

Name, address, and membership interest of each member (add additional sheets if necessary).

Name	Resident Address	Interest
A. _____		
B. _____		

5. Furnish the following for each person shown under Item 4 above.

	Birth Date	Place of Birth
A. _____		
B. _____		

6. Attach a complete copy of the fully executed Operating Agreement.

7. Name of Manager or Managing Member(s):

CORPORATION STATEMENT

If a Corporation, please answer the following:

1. Date incorporated? _____
2. Location incorporated? (provide full address, no post office boxes)

3. Is the Corporation licensed to do business in the State of Michigan?
☐ Yes
☐ No
4. The corporation is held: ☐ Publicly ☐ Privately
5. If publicly held, how and where is stock traded? _____

6. List the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
A. Number of voting shares:	_____	_____	_____
B. Number of non-voting shares:	_____	_____	_____
C. Number of shareholders:	_____	_____	_____

	<u>Par</u>	<u>Book</u>	<u>Market</u>
D. Value per share of common stock:	_____	_____	_____

7. Provide Certificate of Good Standing no more than thirty (30) days old at the time of the bid submittal.
8. Furnish the name, title and residence address of the directors and principal officers of the corporation and shareholders who own more than ten percent (10%) of the corporation's stock.

	Name/Title	Residence Address (no P.O. box address)	Voting Shares	Non-Voting Shares	% of Ownership
A					
B					

C					
D					
E					
F					

9. Furnish the following for each person shown under Item 8 above.

	Birth/Date	Place of Birth	Other Principal Business Affiliations
A			
B			
C			
D			
E			
F			

9. Furnish Corporate Resolution indicating parties authorized to contract on behalf of the corporation. Corporate Resolution must contain corporate seal and be certified by the Secretary of the Corporation.

JOINT VENTURE STATEMENT

If a Joint Venture, please answer the following:

1. Date of Organization: _____

2. Joint Venture Agreement recorded? ☐ Yes ☐ No

If "Yes" when? _____ where? _____

3. Has the joint venture done business in Michigan? ☐ Yes ☐ No

If "Yes" when? _____ where? _____

4. Name and address of each joint venturer.

	Name	Address
A		
B		
C		
D		
E		

5. Furnish the following for each person shown under Item 4 above.

	Birth Date	Place of Birth
A		
B		
C		
D		
E		

6. Name of full-time managing officer or managing employee: _____

7. Attach a complete copy of the fully executed Joint Venture Agreement.

ATTACHMENT B – PROPOSAL AFFIDAVIT

The undersigned, having fully examined all the proposal documents for the award of a contract for a Rental Car Concession described herein and having become familiar with the specifications, requirements and procedures therefore, hereby proposes and offers to perform all obligations associated therewith and agrees to the following:

1. Proposer acknowledges that BIAA is relying on the proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted and the Car Rental Concession Agreement to be entered into.
2. Proposer acknowledges that BIAA has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.
3. Proposer acknowledges that proposer has read and fully understands all the provisions and conditions set forth in these RFP documents upon which the submitted proposal is based.
4. Proposer acknowledges that BIAA is obligated to adhere to certain Grant Assurances and as a recipient of federal grant funds, adherence to certain contract provisions will become an obligation of the party awarded this contract.
5. Proposer acknowledges that the following forms and information are completed and made part of proposal package:
 - a. Letter of Transmittal, Company Profile and Background, and Key Personnel Information (ATTACHMENT A)
 - b. Proposal Affidavit (ATTACHMENT B)
 - c. Financial Statement for Proposer and all Joint Venture Partners
 - d. References (ATTACHMENT C)
 - e. Proposal Form & Proposal Guarantee (ATTACHMENT D)
 - f. Airport Concession Disadvantage Business Enterprise (ACDBE) Participation Form (ATTACHMENT E)
 - g. Anti-Lobbying Provision (ATTACHMENT F)
6. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
7. This proposal may be withdrawn by requesting such withdrawal in writing any time prior to 10:00 am EST, Monday, June 19, 2023, but may not be withdrawn after such date and time.

8. BIAA reserves the right to reject any and all proposals and to accept any proposal(s) that, in its judgment, will provide the best quality of service to BIAA at reasonable rates.
9. This proposal is valid for a minimum period of one-hundred eighty (180) days subsequent to the RFP closing date.
10. All costs incurred by proposer in connection with this proposal shall be borne solely by the Proposer Under no circumstances shall BIAA be responsible for any costs associated with proposer's submittal.

Proposer hereby warrants that: (1) Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process; and (2) the contents of this proposal as to terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Proposer further states that, to the best of his/her knowledge, the information provided in the subsequent business information questionnaire is true and correct and that neither the undersigned applicant nor any partner, joint venturer, corporate officer or managing employee has ever been convicted of a felony or a crime involving moral turpitude.

Name of Proposer (Legal Name): _____

Title: _____

Signature of Authorized Person: _____

Business Address of Bidder: _____

Business Phone Number: _____

Date: _____

NOTARIZED

Signed and sworn before me this ____ day of _____, 2023

(Notary Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____

County: _____

My Commission Expires: _____ Affix Seal

ATTACHMENT C - REFERENCES

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three (3) references or previously served by your Company. Do not list Bishop International Airport Authority as a reference.

REFERENCE NUMBER 1

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Nature and magnitude of business association, etc.: _____

REFERENCE NUMBER 2

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Nature and magnitude of business association, etc.: _____

REFERENCE NUMBER 3

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Nature and magnitude of business association, etc.: _____

ATTACHMENT D – PROPOSAL FORM

Name

Date

Address

Brand(s) Proposer intends to Operate

The proposer hereby intends to enter into an Agreement with Bishop International Airport Authority (herein referred to as "BIAA") for the operation of a non-exclusive rental car concession at Bishop International Airport under the terms and conditions set forth in the Request For Proposals; Attachments including the Rental Car Concession Agreement, together with the attached Exhibits. In furtherance of this proposal, the proposer agrees to pay to BIAA the following during the Contract Year(s) 2023, 2024, and 2025: the greater of the Minimum Annual Guarantees (MAG) or ten percent (10%) of the annual gross revenues, with all rents and fees stipulated in the Rental Car Concession Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable MAG for a single brand under one proposal is \$125,000 per year. The minimum annual acceptable MAG for multiple brands under one proposal is \$225,000 per year.

A subsequent year's MAG proposed below may not be less than the previous year's proposed MAG.

Minimum Annual Guarantee (MAG) Proposal
(Per Contract Year Beginning July 1, 2023)

Contract Year 1 – July 1, 2023 to June 30, 2024	\$ _____
Contract Year 2 – July 1, 2024 to June 30, 2025	\$ _____
Contract Year 3 – July 1, 2025 to June 30, 2026	\$ _____
Three (3) Year Contract Total	\$ _____

The proposer hereby agrees to pay the above Minimum Annual Guarantees (MAGs) to the BIAA in accordance with and for the term of the Rental Car Concessionaire Agreement.

Allocation of Rental Car Counter, Office, Ready Lot and Storage/Service Facility positions outlined in Exhibit 1 will be based on the proposal evaluation criteria identified in Section 2.09, incorporating the total dollar value of the three (3) year Minimum Annual Guarantees as submitted here on Attachment D. The order of selection will be on ranking from highest to lowest. The highest successful proposer shall select location preferences first, the second highest successful proposer shall select location preferences second from the remaining locations and so on until all locations have been selected.

Brand(s) to be Operated: _____

Each proposal must include a Proposal Guarantee in the form of a bond, Cashiers, Certified, or Treasurer's Check, or Money Order in the amount of Ten Thousand Dollars (\$10,000.00) payable to Bishop International Airport Authority as liquidated damages in the event the undersigned is a successful proposer who fails to comply with the requirements set forth in this RFP within sixty (60) days of award date. The Proposal Guarantee will be forfeited as liquidated damages in the event that such proposer fails to execute the agreement. At such time as the successful proposer furnishes BIAA with the insurance policies as required by the agreement, the Proposal Guarantee will be returned to the proposer without interest.

Each successful proposer is bound by this offer for a period of one-hundred eighty (180) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the proposer that BIAA reserves the right to reject any and all proposals.

Name of Proposer (Legal Name): _____

Title: _____

Signature of Authorized Person: _____

NOTARIZED

Signed and sworn before me this ____ day of _____, 2023

(Notary Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____

County: _____

My Commission Expires: _____ Affix Seal

ATTACHMENT E – AIRPORT CONCESSIONS DISADVANTAGE BUSINESS ENTERPRISE (ACDBE)
PARTICIPATION FORM

Purpose for ACDBE Good Faith Efforts in Participation:

- Ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- Create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- To help remove barriers to the participation of ACDBEs in opportunities for concessions at our Airport; and
- To provide appropriate flexibility to our Airport in establishing and providing opportunities for ACDBEs.

Requirements of 49 CFR Part 23 for Bishop International Airport:

The requirements of 49 CFR Part 23, *Participation of Disadvantaged Business Enterprise in Airport Concessions*, applies to this agreement. It is the policy of Bishop International Airport Authority to practice nondiscrimination based on race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the award or performance of this contract. Award of this concession will be conditioned upon satisfying the requirements of this RFP specification. These requirements apply to all concession firms and suppliers, including those who qualify as an ACDBE. The concession firm shall make good faith efforts, as defined in 49 CFR Part 26.53, to meet the concession specific goal for ACDBE participation in the performance of this concession.

The ACDBE concession specific goal of 0.45% (of the total of purchases of goods and services) as defined in the FY 2023-2025 FAA approved goal methodology and has been established for this concession RFP, subject to change upon FAA approval of the new goals as determined by the FAA methodology for 2026-2028.

REQUIREMENTS the concession firm will be required to submit with their RFP package on the Good Faith Efforts in Participation Form:

1. The names and addresses of anticipated ACDBE firms and suppliers that will participate in the concession;
2. A description of the work that each ACDBE will perform;
3. The anticipated dollar amount of the participation of each ACDBE firm participating;
4. Written and signed documentation of commitment to use an ACDBE whose participation is submits to meet this goal;
5. Written and signed confirmation from the ACDBE that it intends on participating in this concession as provided in the concession's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Good Faith Efforts Participation Form

ACDBE Airport Rental Car Concession

Agreement Term:

July 1, 2023 – June 30, 2026

ACDBE Participation Concession Goal:

0.45% of Total Purchases *Subject to Change

PART I: CONTACT INFORMATION for PRIME CONCESSIONAIRE

Concessionaire:	
Address:	
Contact Person/Email	
Phone No. / Fax No.:	

PART II: ACDBE Anticipated Participation

In order to count toward goal achievement, the listed firm(s) must be certified as Airport Concession Disadvantaged Business Enterprises (ACDBE) by the Michigan Unified Certification Program (MUCP).

ACDBE Firm Name Address & Phone No.	Total Anticipated ACDBE Participation	Description of work the ACDBE Firm will Perform
Name: _____ Address: _____ _____ _____ Phone No: _____	\$ _____	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Subcontractor <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-lessee <input type="checkbox"/> Vehicle Lease <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Supplies <input type="checkbox"/> Other
Name: _____ Address: _____ _____ _____ Phone No: _____	\$ _____	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Subcontractor <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-lessee <input type="checkbox"/> Vehicle Lease <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Supplies Other
Name: _____ Address: _____ _____ _____ Phone No: _____	\$ _____	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Subcontractor <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-lessee <input type="checkbox"/> Vehicle Lease <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Supplies Other

Only ACDBE firms certified in the State of Michigan by Michigan Unified Certification Program (MUCP) will be counted toward the goal. You can find qualifying ACDBE companies at (<https://mdotjboss.state.mi.us/MUCPWeb/search.htm>) by searching

Part III: Prime Rental Car Concessionaire

Total Estimated Purchases of Goods and Services per Agreement Term:

\$ _____

Total Anticipated ACDBE Participation per Agreement Term:

\$ _____

Anticipated ACDBE Participation Percentage of Total Purchases of Goods and Services per Agreement Term:

% _____

I hereby certify that the information contained on this Good Faith Efforts Participation Form for Bishop International Airport Authority Rental Car Concession RFP is true and accurate:

Signature of Authorized Representative

Witness

Print Name/Title

Date

Please include a separate Letter of Intent from EACH ACDBE participant listed to verify the above information.

PART IV: Participation Waiver Request

In the event the Prime Concessionaire believes it cannot achieve the ACDBE participation contract goal, this form MUST be accompanied by written documentation evidencing the Prime Concessionaire's **Good Faith Efforts** to achieve the ACDBE participation contract goal, showing proof the Prime Concessionaire, at a minimum, followed the guidance of Appendix A to 49 CFR Part 26, *Guidance Concerning Good Faith Efforts*.

PART V: ACDBE Participant Letter of Intent

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

Name of proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

The proposer is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature of Authorized ACDBE Representative) (Title)

If the proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

ATTACHMENT F – ANTI-LOBBYING PROVISION

GENERAL ANTI-LOBBYING PROHIBITION

Except as provided in the following paragraph, all proposers, including proposers' agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s), or joint venturer(s), will refrain, under penalty of the proposer's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the selection committee, Bishop International Airport Authority ("BIAA") staff, BIAA members and the BIAA Board of Directors. This policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public and to protect the integrity of the proposal process.

Regular business discussions with current tenants and BIAA staff will not be construed as a violation of this policy.

PROCEDURAL QUESTIONS

If a proposer has a procedural question, the question shall be directed to Christopher Yeates, A.A.E., Chief Operating Officer via email at cyeates@bishopairport.org or phone at 810-235-6560.

All proposers and proposer's partners, subcontractor(s) or joint venturer(s), if applicable, shall execute and submit an Anti-Lobbying Certification as part of their proposal.

Proposer hereby acknowledges that the foregoing Anti-Lobbying Policy is understood and that the proposer will abide by it.

Name of Proposer (Legal Name, typed): _____

Signature of Authorized Person: _____

Title: _____

Date: _____