



**REQUEST FOR PROPOSAL (RFP) #1123**  
**FOR NON-EXCLUSIVE**  
**FOOD, BEVERAGE, AND RETAIL CONCESSIONS**  
**GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY**

DATED: December 6, 2021

REVISED: January 13, 2022

Addendum 1

**SUBMITTALS DUE: THURSDAY, MARCH 10, 2022**  
**TIME: 2:00 PM LOCAL TIME**

**DESIGNATED PURCHASING OFFICE CONTACT**

Tom Cizauskas

616-233-6061

[purchasing@grr.org](mailto:purchasing@grr.org)

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## Notice of Important Solicitation Dates

The Gerald R. Ford International Airport Authority (hereafter referred to as “Authority” or “Grantee”) is soliciting proposals for the non-exclusive operation of food/beverage and retail concessions for the soon to be re-vitalized Gerald R. Ford International Airport (hereafter referred to as “GRR”). More specifically, the opportunities for this solicitation lie predominantly in the redeveloped Concourse A.

The Authority’s objective is to meet or exceed the expectations of the traveling public with a revitalized airport that best meets the needs of the traveling public. This includes implementing a concession plan that provides competition between stores and operators, which will result in an assortment of local, regional, national, and international concepts and products with first-class service and experiences and an excellent value to GRR passengers and other airport users.

The Authority also seeks to diversify the concession offerings at GRR with respect to the overall concessions program by introducing additional competition within the airport. The program developed by the successful Proposer must both compete with, and complement, the concession offerings of other airport Grantees. Both existing Grantees (HMS Host for food service concessions, and Hudson, which, which operates the retail concessions) will continue operations in the main terminal and Concourse B. With a single exception,<sup>1</sup> the selected Proposer will be the only vendor on Concourse A. In addition, the selected Proposer will also be provided with space in the Central Marketplace and a second space on Concourse B near the entrance to Concourse B from the Central Marketplace. Notwithstanding the preceding, please note that the contract resulting from this RFP will be awarded on a non-exclusive basis, which will allow the Authority to further expand/supplement the concession program in the future.

The Authority invites the submission of proposals from interested persons, sole proprietorships, corporations, partnerships, and other legal entities which would be authorized to do business in the state of Michigan to provide competitive food, beverage, and retail concessions as specified in this Request for Proposals (RFP).

This RFP is intended to inform interested parties about the competitive selection process for the concession opportunities at GRR that will lead to the Authority selecting one (1) concession operator, which may be a single firm or multiple firms combined in some acceptable business association qualified to operate both food/beverage and retail concessions. The RFP includes information necessary for prospective Proposers to submit valid, responsive proposals. It is intended that this RFP will communicate to Proposers the requirements and the scope of the services that the Authority expects to acquire, share

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<sup>1</sup> The Authority is obligated to provide Hudson with one site within Concourse A due to a pre-existing agreement

the projected schedule for awarding of the contracts, and provide a structured and standardized format for submission of responses.

This tender is open to firms that meet the minimum qualifications described herein. The concession locations available under this RFP are the locations listed in Table 2-2. The drawings in Section 2.6 show the entire present and future commercial program for Concourse A and the two additional spaces included in this RFP: one space in the Central Marketplace and one space on Concourse B.

The following is a projected schedule of the significant events associated with this food, beverage, and retail RFP process. Changes in these dates will be made only by an official addendum prior to submission of the technical proposal, and thereafter, by notice on the website as well as direct contact with impacted firms. Based on construction completion dates of the base building, the schedule is tentatively summarized in the table that follows. Please note that construction is phased due to differing times for completion of the base building in various parts of the construction zone. The drawing showing the different zones follows this table.

**Table 0-1: RFP and Proposal Important Dates**

Milestone	Date/Times (EST)
<b>RFP-Issuance Date</b>	December 6, 2021
<b>RFP Supplemented with Exhibit A</b>	December 13, 2021
Pre-Submittal Meeting	December 16, 2021, 1:00 pm
Deadline for Clarification Requests	December 23, 2021, 5:00 pm
<b>Responses to Clarification Requests issued</b>	January 10, 2022
Proposal Due Date	March 10, 2022, 2:00 pm
Technical Proposal Public Opening	March 10, 2022, 4:00 pm
Oral Interviews and Presentations (If required)	March 29-30, 2022
<b>Final Scoring Summary and Recommendation</b>	April 8, 2022
Board Approval and Award	April/May 2022
Phased Planning Begins	June 2022
<b>Phase 1 (Green) Fit and Finish Begins</b>	December 2022
<b>Phase 1 Fit and Finish Completed</b>	March 2023 (approx.)
<b>Phase 1 Concessions Open</b>	April 2023 (approx.)

Milestone	Date/Times (EST)
Phase 2 (Blue) Fit and Finish Begins	June 2023
Phase 2 Fit and Finish Completed	October 2023 (approx.)
Phase 2 Concessions Open	November 2023 (approx.)
Phase 3 (Yellow) Fit and Finish Begins	September 2023 (approx.)
Phase 3 Fit and Finish Completed	December 2023 (approx.)
Phase 3 Concessions Open	January 2024 (approx.)

**NOTE:** All dates after the deadline for submittal of questions are estimates and subject to change.

**Figure 0-1: Concourse Illustration of Construction Areas in Each Phase of the Build and Open Process (approx.)**



### Pre-Submittal Meeting

VIRTUAL CONFERENCE DATE: December 16, 2021. 1pm Eastern

CONFERENCE PLATFORM: Zoom, please email [purchasing@grr.org](mailto:purchasing@grr.org) to request the conference link.

A voluntary pre-submission conference is scheduled for this request. Due to gathering and physical distancing limitations, the conference will be conducted virtually. Equal opportunity will be provided for all Respondents to ask questions.

The pre-submission meeting purpose is to provide equal opportunity for Respondents to seek clarifications to the solicitation. Respondents shall have fully reviewed all solicitation documents and correspondence prior to the pre-submission meeting. The GFIAA will respond to post pre-submission meeting material inquiries at its sole discretion.

Attendees requiring special services are asked to provide their requirements to the GFIAA at least forty-eight (48) hours in advance to allow for accommodations.

#### SITE INSPECTION:

Respondents may request an on-site inspection by appointment only. Discussions between the Respondent and airport staff during the on-site inspection do not override any written specification or correspondence provided in this solicitation.

Contact for an appointment:

Contact Name	Tom Cizauskas
Contact Email	<a href="mailto:purchasing@grr.org">purchasing@grr.org</a>

Respondents shall not communicate with the above contact for any reason other than for on-site inspection purpose. Any Respondent requesting a modification to the written specification should contact the Purchasing Department as instructed within this request.

#### Deadline for Clarification Requests

**December 23, 2021, at 5:00 p.m. local time, is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Proposals.** All inquiries, suggestions, or requests about this RFP must be submitted by the deadline to the designated contact in the Gerald R. Ford International Airport Purchasing Office via the email found on the cover page. This deadline has been established to maintain fair treatment for all potential Proposers while ensuring an expeditious selection process. Questions delivered to any other person or in any other manner will not be responded to in any addendum.

#### Due Date and Time of Proposals

**Sealed proposals must be received at 5500 44<sup>th</sup> St. SE, Grand Rapids, MI 49512, by no later than 2:00 pm, local time, on or about March 10, 2022** (the exact date will be established, in writing along with the addendum which contains the final answers to questions). The sealed proposals shall be delivered to the Airport Purchasing Office at the address below:

Tom Cizauskas, Purchasing Manager  
Gerald R Ford International Airport Authority  
5500 44th St. SE  
Grand Rapids, MI 49512



## Section 1 Instructions to Proposers

The Authority will accept sealed proposals from individuals, corporations, partnerships, and other legal entities that are (or can be) authorized to do business in the state of Michigan and experienced in providing the services as described in this Request for Proposal. To receive consideration, Proposers must meet the minimum qualifications and comply with the Instructions to Proposers in this Section 1. This process will consist of two submittals, sent together, but each in a separately sealed envelope or package: a technical proposal containing everything except the financial offer (and any documentation which might suggest your financial offer). The second part of the submittal will be your financial proposal, responding to all financial aspects of this proposal.

### 1.1 SINGLE FIRM TO BE SELECTED

The Authority has determined that it will select only one firm for the award of this contract. Such a single firm will be responsible for the development/management/operation of all locations covered in this RFP. The Authority will not accept any Proposal that does not incorporate all the offered concession locations. The Authority has determined that this approach is consistent with one of its concession programs goals. It both encourages and requires a desirable level of competition and provides an opportunity for a higher number of business owners to participate in the concession program. By submitting a Proposal in response to this RFP, the Proposer agrees to waive any right to protest the solicitation or award based on any theory whatsoever.

### 1.2 SUBMISSION OF SEALED PROPOSALS

**A single package will hold two separate submittals, both in sealed packages.** The first submittal is the sealed Technical Proposal package. The Technical Proposal envelope must be marked clearly on the outside, with the following in large print and a bold color:

**“TECHNICAL PROPOSAL”**

**“CONCOURSE A FOOD SERVICE AND RETAIL CONCESSION RFP  
#1123”**

**COMPANY NAME**

**SUBMITTAL DATE**

This package must include:

- One (1) original Technical Proposal -- clearly marked 'Original,' bound in a three-ring loose-leaf binder, sections separated with tabs and labeled with the proposing firm's name and address, with wet signatures, and;
- Two (2) identical electronic copies of the Technical Proposal in Adobe PDF format as a single file on nonreturnable USB flash/travel drives. DO NOT password protect or otherwise encrypt the electronic submission. Label each flash/travel drive with the name of Proposer, the submittal date, the RFP #, and 'Technical Proposal'."

The second submittal will be your firm's Financial Proposal. It is imperative that this, too, be submitted in a **separate sealed envelope**, separate from the Technical Proposal envelope. The Financial Proposal envelope must be marked clearly on the outside, with the following in large print and a bold color:

**"FINANCIAL PROPOSAL"**

**"CONCOURSE A FOOD SERVICE AND RETAIL CONCESSION RFP #1123"**

**COMPANY NAME**

**SUBMITTAL DATE**

This package must include:

- One (1) original hard copy of the Financial Proposal including all required forms -- clearly marked 'Original,' bound and labeled with the proposing firm's name and address, with wet signatures, and.
- Two (2) identical electronic copies of the Financial Proposal in Adobe PDF format and two (2) copies of the completed Microsoft Excel Pro Forma statement on nonreturnable USB flash/travel drives. DO NOT password protect or otherwise encrypt the electronic submission. Label each flash/travel drive with the name of Proposer, the submittal date, the RFP #, and 'Financial Proposal.'"

All physical and electronic copies must be identical. If there is a discrepancy between the hard copy original and the electronic submittal, the original hard copy will govern. If there is a difference, and it is determined that the difference was placed purposefully to confuse reviewers or confound the process, the Proposer will be immediately dismissed from consideration for the award of the contract resulting from this RFP. The sealed outer package should be clearly and distinctly marked **"CONCOURSE A RFP #1123: FOOD, BEVERAGE, AND RETAIL CONCESSIONS TECHNICAL AND FINANCIAL PROPOSALS"** with your company's return address also clearly marked on the outside.

Proposals submitted by any other means whatsoever will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

### 1.3 OPENING OF SEALED TECHNICAL PROPOSALS

Sealed submittals, including both Technical and Financial Proposals, received after the stated time and date for the opening of the proposals will not be considered. It is the sole responsibility of the Proposer to have the proposal delivered to the specified location on or before the stated time and date found herein unless the date is changed via a written addendum. If a submission is sent by U.S. Mail or another delivery service, the Proposer will be responsible for its timely delivery to the opening location. Proposals delayed by mail or delivery service may be considered, at the sole discretion of the Authority, under extenuating circumstances that are not a result of Proposer action or inaction. No review or analysis of the submitted proposals will be conducted at the public opening of the technical proposals. At the opening, the Authority will make public the names of the Proposers submitting a technical proposal and the Authority and state in which they reside. No other information will be shared at that time.

The Authority does not discriminate against individuals with disabilities. Any person requiring special accommodations to attend the public opening of the technical proposal, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation. Please reach out no less than five (5) days before the meeting to allow time for the Authority to prepare to ensure that all can equally benefit from the meeting.

### 1.4 SECURING SOLICITATION DOCUMENTS AND ADDENDA

The Authority utilizes its website, [www.grr.org/business-opportunities](http://www.grr.org/business-opportunities), to release its solicitation documents, including addenda or award results. The potential Proposer's responsibility is to frequently check this website for addenda that may impact the submittal requirements. Please note that the Authority is not responsible for either directly providing any addenda to any potential proposer, or for notifying any business owner/operator/manager of the availability of updates and addenda.

The RFP and all related documents may also be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

### 1.5 QUESTION AND CLARIFICATION PERIOD

Each Proposer should examine all Requests for Proposals documents and judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions, or requests concerning the interpretation, clarification, or additional information about the solicitation documents must be made **via email** and sent to the designated Purchasing

Office representative by no later than **December 23, 2021, at 5:00 pm local time**. All questions received and responses thereto will be provided in one or more written addenda to this Request for Proposals. The Authority will not be responsible for answers or interpretations given by any Authority employee, representative, or others, except those that appear in a written addendum. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby a change, interpretation, clarification, or additional information will be given.

The Authority Purchasing Office must receive all inquiries, suggestions, or requests pertaining to the Request for Proposal on or before the deadline for clarification requests. The Authority will not respond to correspondence related to this solicitation received after the published deadline, nor will it respond to questions individually.

## 1.6 ADDENDA

Interpretations, corrections, or changes made by the Authority to this Request for Proposal will be made by written addenda only. It shall be the Proposer's responsibility, before responding to this RFP by submitting its proposal, to obtain and review all addenda posted on the Authority's website or to contact the Purchasing Office to determine if addenda were issued. It is the Proposer's responsibility to acknowledge the receipt of each addendum in the Proposer's submittal on Form 1, attached, along with your organization's Technical Proposal. The Authority is not responsible to make notifications to any party regarding the issuance of addenda.

After the final addenda is issued, the Authority will post a new, revised RFP in redline and clean form.

## 1.7 PROPOSAL EXPENSES

All costs incurred by Proposer(s) in responding to this Request for Proposal and participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the Proposer.

## 1.8 BINDING OFFER

A submitted proposal made according to this Request for Proposal will be considered a binding offer to perform the required services, in the manner stated within the proposal, assuming the terms of an Agreement between the parties is satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that Proposer has fully familiarized itself with the Request for Proposals, including the draft lease, as well as all addenda. Proposals will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

## 1.9 RESERVATION OF RIGHTS

The Authority reserves the right to accept or reject any or all proposals; to select one or more submissions; to re-advertise this Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted thereto; to request additional information and documentation; and to change or modify the RFP schedule or process outlined herein, at any time.

The Authority reserves the right to investigate as much or as little as it deems necessary to determine the ability of any Proposer to perform the work or services requested. Proposer shall provide all information requested by the Authority for its investigation. The Authority further reserves the right to request supplementary information from one or more Proposers. Such additional information may include, but will not be limited to, current financial statements prepared following generally accepted accounting practices and certified by an independent CPA (Certified Public Accountant) or official of the Proposer, additional references, verification of the availability of personnel, and past performance records from other airports or business locations. Further, the Authority reserves the right at its option to seek reference information from property owners, airports, tenants, etc. of any of Proposer's developments, whether submitted as a reference or not. Further Authority may use any source of information available to it, including staff experience, consultants, other airport staff, industry media, local/national media, etc., regardless of whether such information comes from a submitted reference or not.

The Authority reserves the right to negotiate unacceptable provisions incorporated within an otherwise acceptable response to this RFP, supplement, amend substitute or otherwise modify this RFP at any time prior to the execution of a final Concession Agreement with a Proposer, conduct such investigations as the Authority considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any proposal and to reject the proposal of a Proposer that, in the sole judgment of the Authority, is not a responsible Proposer. The Authority also reserves the right, at any time prior to the execution of a final Concession Agreement with a Proposer, to terminate negotiations with a Proposer and thereafter, proceed within its rights reserved herein.

Accordingly, by submitting a proposal, a Proposer acknowledges the sole and absolute discretion vested in the Authority in making all decisions related to this RFP and responses thereto, and further acknowledges that it shall not have any claim against the Authority for exercising such discretion.

The Concession Agreement to be offered will be in the same form presented in Exhibit A to this RFP. There will be a maximum of a 45-day period for negotiations following the commencement of negotiations between the Authority and the Proposer to reach a final agreement of the terms of the Concession Agreement. Thereafter, or at any point before the 45-day maximum, the Authority reserves the right to cease negotiations and to enter

negotiations with another Proposer. Therefore, any issues with the Concessions Agreement must be raised in your organization's response to the RFP. If the Selected Proposer fails to reach an agreement with the Authority during the negotiation period, then its proposal bond will be forfeited.

The Authority reserves the right to determine at any time that any proposal received does not, in the absolute judgment of the Authority, contain all the information, attachments, verification, forms, or other information described in this Request for Proposals. Hence, that proposal is nonresponsive and is therefore disqualified from eligibility to proceed further in the evaluation process.

#### 1.10 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn for any reason by written request to the Purchasing Office **before** the date and time fixed for the public opening. A copy of the written request shall be retained, and the unopened proposal returned to the Proposer. Any such withdrawn proposal may not be resubmitted.

Negligence on the part of the Proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening.

After the public opening, but before an Agreement is signed, a Proposer alleging a material mistake of fact may be permitted to withdraw its proposal if:

- 1) The error is evident in the solicitation document; or
- 2) Proposer submits evidence that clearly and convincingly demonstrates that a mistake was made in its proposal. Request to withdraw a proposal must be in writing and approved by the Purchasing Manager.
- 3) A proposal withdrawn because of a material mistake of fact may not be resubmitted.

#### 1.11 THE AIRPORT IS A UNIQUE ENVIRONMENT

Proposers need to recognize and understand that the Airport operating environment presents a set of unique challenges that do not exist in a typical shopping center or walk up setting, among other things:

- 1) The Airport customer has limited time to spend in the shops, so the service must be swift.
- 2) Facilities must be open 365 days a year, with operating hours and staffing levels reflecting hourly and seasonal passenger traffic fluctuations.
- 3) Flight delays, generally weather-related, are not uncommon. An airport is affected by the weather here and in other parts of the country, sometimes resulting in

unscheduled operations arriving and departing GRR at hours outside of the usual hours of operation. This results in a significant population of restless travelers at the Airport at unusual hours. The concession operations plan must be flexible enough to provide extended hours to accommodate the additional demand for foodservice and retail items and the customer service opportunities these delays afford.

- 4) The selected Proposer shall be required to schedule hours for deliveries that do not conflict with the Airport's peak traffic times. For further information, please see Section 8.9 of the Lease Agreement (Exhibit A).
- 5) Many travelers have carry-on luggage. Store, and public area, designs and merchandise displays must accommodate these conditions to attract these customers.
- 6) Passengers often travel across time zones and are ready for shopping and dining at unusual hours.
- 7) Every Proposer and Sublessee employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the Terminal areas and other services available to travelers.
- 8) Sanitation is critical to passengers, mainly because passenger traffic is still recovering from the COVID-19 pandemic. The Authority believes that passengers will expect a higher level of cleanliness once the pandemic is over than was previously acceptable. It is imperative that all selected Proposer and Sublessee employees fully follow all personal sanitation rules, as well as procedures for cleaning and sanitizing all facilities throughout the Term of the Agreement.

#### 1.12 FALSE OR MISLEADING STATEMENTS

Proposals may be rejected should they contain false or misleading statements or provide references that do not support an attribute or condition claimed by the Proposer. If in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this Request for Proposals, such Proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

#### 1.13 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Michigan Department of Business and Professional Regulation and all other state or local licensing agencies before the date and time set for the public opening. Joint ventures, if used to meet Airport Concession Disadvantaged Business Enterprise (ACDBE) goals are acceptable, so long as all aspects of the FAA Guidance for Joint Ventures (issued July 17, 2008) as it may be updated or

amended are followed. The documents underlying such a joint venture will be required to be submitted and will be reviewed to ensure that they follow the afore-mentioned FAA Guidance.

#### 1.14 NO LOBBYING

Proposers are hereby notified that the Authority is not to be lobbied, individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer, nor any representative, paid or unpaid, formal, or informal, shall contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents, or employees except for the designated Purchasing Office contact, except for the Pre-Proposal meeting and any other meeting hosted by the Authority, which is included in the process to allow small, ACDBE, DBE, and other vendors to meet potential Proposers. This requirement ends upon the final execution of an Agreement or purchase order, or should the solicitation be canceled.

All firms and their subcontractors, sub-consultants, and agents must submit individual affidavits with their proposal in substantially the form attached as Form 3, stating that they have not engaged in lobbying activities or prohibited contacts. Joint ventures must file a separate affidavit for each joint venture partner.

**ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING MAY BE DISQUALIFIED FROM CONSIDERATION.**

#### 1.15 NONDISCRIMINATION

Proposer understands and acknowledges that the Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to Authority for specific Airport programs and activities, and that Authority is required under said Regulations to include in every Agreement or concession pursuant to which any person or persons other than Authority, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Proposer agrees as follows: "<business name> in its operation at and use of Gerald R. Ford International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall use the Premises in



compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.”

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR §23 and §26. (i) The selected Proposer 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 §23 and §26. (ii) The selected Proposer agrees to include the above statements in any subsequent concession Agreement or contract covered by 49 CFR §23 and §26 that it enters and cause those business owners to also include the statements in any of their additional Agreements.

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR §27, which require, among other things, that all televisions and audio-visual displays installed in passenger areas have high-contrast captioning capability, which is at all times enabled.

The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts, and the Regulations, including employment practices, when the contract covers any activity, project, or program outlined in Appendix B of 49 CFR Part 21.

#### **1.16 GENERAL CIVIL RIGHTS**

The successful Proposer agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.

This provision binds the successful Proposer and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **1.17 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) POLICY**

The Authority has received grants for airport development authorized under Title 49 of the United States Code. Accordingly, the Authority, as required by federal law, has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under 49 CFR§ 23 and 26.

**POLICY** – It is the policy of the Authority to ensure nondiscrimination in the award and administration of concession contracts; to create a level playing field on which ACDBEs can

compete fairly for concession contracts; to ensure that the ACDBE Program is narrowly tailored by utilizing race-neutral/race-conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 eligibility standards are permitted to participate as ACDBEs; to help remove barriers to the participation of ACDBEs in concession contracts and to assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.

**ACDBE REQUIRED CERTIFICATION** – All ACDBES. Including those that are based in the State of Michigan, must be properly certified by at least its home state prior to the due date for receipt of proposals. All ACDBEs must be certified in the State of Michigan to be counted towards the established ACDBE goal. Just because a firm is certified in another jurisdiction as an ACDBE or DBE, does not automatically qualify them as an ACDBE in the state of Michigan. If, at the time of the submission a proposal, has been certified by its home state but has not yet been so certified in Michigan, it must demonstrate the ability to get certified within 6 months of the date of the submission.

Note that all Michigan-certified ACDBE firms are listed in a specific location: the **DBE/ACDBE MUCP Directory**. Proposers should refer to this directory to identify potential ACDBEs for anticipated participation. The most up-to-date list may be found in the online listing of all ACDBE, and DBE firms certified to work in Michigan may be found at: <https://mdotjboss.state.mi.us/MUCPWeb/search.htm/>. To find the ACDBE firms, scroll down to “ACDBE” in the *Certification Type* scroller bar and then press search.

Additional assistance may be obtained by calling the Authority’s Purchasing Representative identified on the cover page.

**ACDBE PARTICIPATION GOAL** – The goal for ACDBE participation for this RFP is 9.09%. ACDBE Participation must be included in the proposal and evidenced by a Letter(s) of Commitment signed by each ACDBE participant. The monitoring by the Authority’s DBE Office of the participation throughout the term of the concession Agreement depends upon the type of ACDBE participation as submitted in the proposal. The options are:

- a) 100% ACDBE participation: The Concession is solely owned and operated by an ACDBE firm.
- b) Percentage Participation: A designated percentage of the business owned and operated and/or maintained by an ACDBE through sub-contract, sub-lease, or joint venture arrangements. All legal arrangements must meet the eligibility standards in 49 CFR Parts 23 and 26.
- c) Percentage of Goods/Services towards Vendor Purchases: A designated percentage of the gross revenue committed to purchasing goods and services from ACDBE certified vendors.

- d) Joint Venture Agreements: A Joint Venture is an agreement between the prime Grantee and an ACDBE partner which accepts a financial risk, among other requirements.

ACDBE Participation will be measured following 49 CFR sections 23.25 and 23.55, based on gross receipts of ACDBEs, and expenditures of goods/services purchased from ACDBEs. The Agreement, which is the subject of this RFP, will be awarded only to a Proposer which documents that it has obtained enough ACDBE participation to meet the goal or documents that it has made adequate good faith efforts to meet the goal, even though it failed in getting enough ACDBE participation to do so. Failure to provide this information may result in your bid being declared **non-responsive**.

**GOOD FAITH EFFORTS** – Examples of items the Authority may consider in determining as to whether a Proposer made “good faith efforts” (as defined in 49 CFR Part 23.3) to meet the goal are as follows:

- a) The Proposer attended any pre-solicitation or pre-bid meetings scheduled by the Authority to inform ACDBE(s) of concession opportunities.
- b) The Proposer advertised in general circulation, trade association, and minority-women focused media regarding this concession opportunity.
- c) The Proposer followed up initial solicitations of interest by contacting ACDBE(s) to determine whether the ACDBE(s) were interested.
- d) The Proposer selected ACDBE firms for inclusion in high traffic concession areas where opportunities are appropriate for an ACDBE’s budget to renovate, or Proposer is willing to assist with the build-out cost.
- e) The Proposer provided interested ACDBE(s) with adequate information about the concession's plans, specifications, and requirements.
- f) The Proposer negotiated in good faith with interested ACDBE firms, not rejecting ACDBE(s) as unqualified without sound reasons based on a thorough investigation of their capabilities.
- g) The Proposer made efforts to assist interested ACDBE firms in obtaining bonding, lines of credit, or insurance required by the recipient or Grantee.
- h) The Proposer effectively used the services of available minority community organizations, minority vendor groups, local and state Minority Business Assistance Offices, and other organizations that assist ACDBE firms in finding appropriate opportunities and obtaining participation.

**Note:** Additional information may be requested from any Proposer regarding their proposed ACDBE participation.

### 1.18 PUBLIC RECORDS

Proposals submitted pursuant to this Request for Proposals are public records and may not be held in confidence after the Respondent's submission is opened. To the extent a Successful Proposer is performing services on behalf of the Authority, Successful Proposer must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manage as part of the services may be a public record in accordance with the Authority's public records policies. Proposer agrees that before providing services, it will implement policies and procedures, subject to approval by the Authority, to maintain, produce, secure, and retain public records according to applicable laws, regulations, and Authority policies.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at an agreed-upon cost.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the Authority.
- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the Successful Proposer transfers all public records to the Authority at the completion of the contract, the successful Proposer shall destroy any duplicate records exempt from public disclosure requirements. If the Successful Proposer keeps any public records, it shall meet all requirements for maintaining and retaining public records. All documents stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

### 1.19 TRADE SECRETS

All documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption, and confidentiality provisions relating to public records in the Michigan Statutes. Designation of an entire proposal as 'trade secret,' 'proprietary,' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive. Therefore, the proposal will not be evaluated or considered. Except for materials that are 'trade secrets,' ownership of all documents, materials, and data submitted as part of a proposal in response to this Request for Proposal shall belong exclusively to the Authority.

To the extent Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Michigan law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as a trade secret. In addition, Proposer shall cite the Michigan statute number that supports the designation for each trade secret claimed. Further, the proposal must briefly explain why the cited statute applies to the information claimed as a trade secret. Additionally, Proposer shall provide a hard copy of its proposal that redacts all information designated as a trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Proposer's request for a trade secret at any time; and,
- 2) The Authority, its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as a trade secret; and,
- 3) That after notice from the Authority that a public records request has been made for Proposer's proposal, the Proposer, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to a notice from the Authority shall be taken immediately, but no later than ten (10) calendar days from the date of notification, or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold harmless the Authority and its officials, employees, agents, and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

## 1.20 GOVERNING LAWS/RULES/REGULATIONS

The Successful Proposer shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that apply to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority.

## 1.21 AGREEMENT

The Successful Proposer shall be expected to execute the Authority's concession Agreement, the draft of which will be issued on or before December 13, 2021, and can be

obtained either by downloading it from the Authority's website or by contacting the Designated Purchasing Office Contact, named on the cover of this RFP, and subject to the parties' successful negotiation of issues raised through the following process:

Proposer shall be required to state within its Proposal any sections of the concession Agreement to which it takes exception and the nature of their exception. Sections explicitly identified by the Proposer are the only sections the Authority will consider negotiating should the Proposer be selected preliminarily for the award of this concession. If no exceptions are declared, then the Authority will assume that the Proposer, if selected, will accept the concession Agreement as provided in this Request for Proposals (as amended). Stating exceptions to the concession Agreement will not, by itself, disqualify the Proposer from being potentially awarded the Agreement. However, the Authority may consider the depth and breadth of the exceptions as they evaluate the potential of successfully reaching an agreement on a timely basis, primarily because time is of the essence.

#### 1.22 NON-EXCLUSIVITY OF AGREEMENT

By responding to this Request for Proposals, any selected Proposer understands and agrees that any resulting contractual relationship is nonexclusive. The Authority reserves the right to seek providers of similar or identical services from other vendors, which may or may not be in direct competition with the successful Proposer's concession operations if deemed in the best interest of the Authority.

#### 1.23 AUDITABLE RECORDS

The Successful Proposer awarded an Agreement to provide services under this RFP shall maintain auditable records adequate to account for all receipts and expenditures and document compliance with the Agreement. These records shall be kept following generally accepted accounting methods. The Authority reserves the right to determine the record-keeping techniques in the event of non-conformity. These records shall be maintained for five years after the expiration or termination of the Agreement and shall be readily available for inspection upon reasonable notice.

#### 1.24 DISCLAIMER AND RELEASE

Proposer acknowledges and agrees that neither the Authority nor any person on behalf of Authority (Authority's Agents) has made any claims disclaims, representations or warranties, express or implied, regarding the business venture offered by Proposer at the Airport, including any statements relating to the potential success or profitability of such enterprise. **Explicitly, Authority states that operating any business anywhere involves the risk of business failure, including running a business at an airport.** The Authority does not guarantee the success or profitability of any commercial activity at the Airport.

Through the submittal of a response to this RFP, the Proposer, for itself and on behalf of all members, Sublessees, joint venture partners, etc. (Proposer's Agents), represents and warrants that all interested parties made independent investigations into all aspects of the business venture, including its potential for success and failure. The Proposer has independently decided to pursue this opportunity and accept a contract for the proposed concession operation opportunity should the same be tendered in response to its proposal.

**Proposer, on behalf of itself, its Joint Venturers, Sublessees, or other entities involved, by accepting the Contract to be tendered as result of this RFP, hereby release the Authority and Authority's Agents from any responsibility for the success (or failure) of any business venture at the Airport.**

As a result, Proposer and Proposer's Agents, through the acceptance of a Contract resulting from this RFP, affirmatively assert that they will not seek for the Authority, or for any of Authority's Agents to remedy any business success or failure issues including, but not limited to: i) initiation or cessation of air service by any airline or to any destination; ii) a shifting of passengers to or from any part of the Terminal; iii) a substantial change in operations at the Airport due to any *force majeure* cause; and/or iv) a substantial economic slowdown either in the Grand Rapids area or nationwide. The Proposer shall include similar language to this paragraph in any subcontract or partnership Agreement it is a party to as it relates to the Airport and warrants that it has briefed same Sublessees or partners/joint venturers of these risks.

**END OF SECTION 1**

## Section 2 Project Information & Scope of Services

### 2.1 PROJECT INTRODUCTION

The Authority invites the submission of proposals from interested and qualified firms to provide non-exclusive Food, Beverage, and Retail Concessions in Concourse A, Concourse B, and the Main Terminal, in conjunction with the operation, maintenance, and development of Gerald R. Ford International Airport ("GRR") in Kent County, Michigan.

The intent of this Request for Proposal and the resulting Agreement, if any, is to obtain a qualified Proposer to provide food, beverage, and retail concessions for a specified duration in harmony with those concessions operated by other Grantees.

In addition to all but one of the Concourse A concession spaces, two additional concession units, one in the Central Marketplace and one at the entrance to Concourse B are also included in the inventory of spaces offered through this RFP.

Through a separate RFP process, there will be a future common use lounge located near the entrance to the Marché at roughly the mid-point of Concourse A. A small vestibule and signage will be present on Level 2 of the Terminal, with the actual lounge located on Level 3. It is expected that access to the lounge will be available to all travelers either on a pay-per-use basis or because they hold certain credit cards which have made a deal with the lounge operator to provide such services to their customers. To the extent that the lounge operator may have both free and for-purchase food and beverages available, they will potentially compete with the selected Proposer.

### 2.2 GERALD R. FORD INTERNATIONAL AIRPORT BACKGROUND

GRR is the second busiest airport in Michigan, serving over 3.58 million passengers in 2019, with over 10,000 travelers (enplaning and deplaning) passing through GRR each day. This represented a 9.9% increase in passengers over 2018 and a record for the airport. GRR currently offers nonstop service to more than 30 destinations with more than 140 daily nonstop flights and is on pace to reach 3.0 million total enplaned passengers (6.0 million total passengers) for year-end 2021. GRR is managed and operated by the Gerald R. Ford International Airport Authority ("Authority.") GRR generates over \$3.1 billion in annual economic impact on the West Michigan region, and over 2,000 people work at the airport.

#### Project Elevate

With increased passenger volumes and growing service demands, GRR is currently undertaking a terminal expansion project adding eight (8) gates to Concourse A. This project significantly increases the available concession square footage on Concourse A



from approximately 2,200 SF to over 16,000 square feet (SF), with enplanements projected to nearly double by Planning Year 2032 for Concourse A alone.

There is only a single concession unit currently operating on Concourse A, a convenience retail outlet. This location, by itself, does not meet current or future passenger needs. The Concourse offerings need significant expansion to address the demand of future passenger loads, spurred by the additional gates being constructed on Concourse A as part of Project Elevate. There are three concessions located in the Central Marketplace area: a sit-down bar and grill, a coffee unit, and a specialty retail store, which have previously been the only food available to Concourse A travelers. However, passengers frequently prefer to remain close to their departure holdroom. As a result, the Central Marketplace concessions do not ideally address their needs. Therefore, the Authority has determined that there will be a substantial improvement to the customer experience by offering a wide variety of concession units near the holdrooms of Concourse A.

## 2.3 HISTORICAL AND PROJECTED PASSENGER INFORMATION

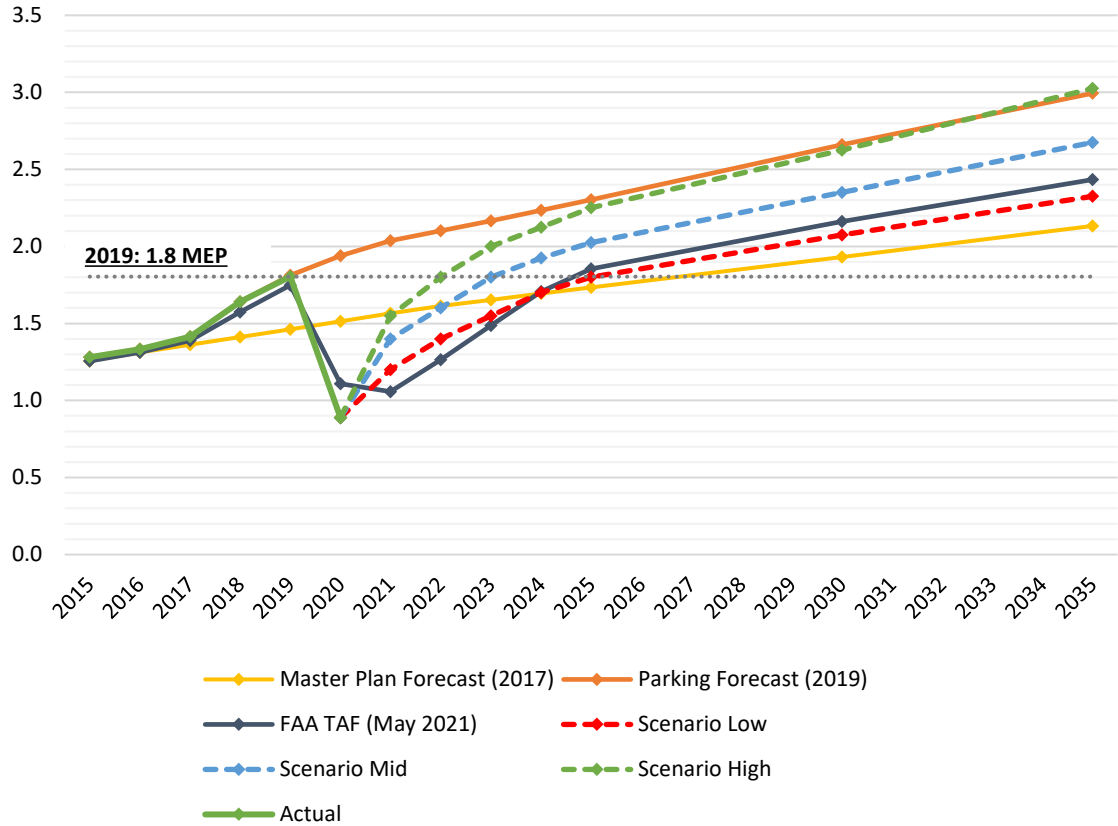
Nonstop service is offered throughout the U.S. with a heavy focus on east coast traffic. With flights to major gateways like Atlanta, Chicago, Los Angeles, New York, Miami, and more, travelers have convenient connections worldwide. Currently, Delta Airlines is the largest carrier (as measured by total enplaning passengers); however, Allegiant Airlines serves eighteen (18) seasonal and non-seasonal routes, giving it the widest selection of destinations from GRR. The airline announced in January 2019 that Grand Rapids would serve as a focus Authority. Allegiant's growth has resulted in a substantial increase in leisure traffic utilizing the airport.

Prior to the pandemic of 2020, traffic had been on a continuous growth curve, with 2019 passenger traffic up 10% compared to 2018. However, as with virtually every U.S. airport, the COVID-19 pandemic of 2020 caused a substantial decline in airport users. GRR has begun the long climb back to its previous enplanement numbers, as passenger growth is exceeding expectations with 2021 (year to date) passenger figures 56% over 2020. However, this is still 22% lower than the 2019 year-to-date figures.

In 2019, passenger traffic at GRR was seven years ahead of the FAA-approved base case master plan forecast. As a result, a revised enplanement forecast was developed to account for record-setting growth. The 2019 forecast, shown in orange below, represents post-recovery expectations for GRR. New low, mid, and high growth forecasts were developed in 2020 based on available industry data to account for pandemic impacts. Through three quarters of 2021, enplanement traffic is growing faster than what was expected of the 2020 high growth forecast. Therefore, a refreshed forecast was developed in September 2021 which is shown on Figure 2-1 below, along with the 2019 forecast and most recent FAA terminal area forecast. The Airport utilizes the mid-case scenario depicted

below in blue for planning purposes. This scenario projects an expected recovery to 2019 enplaned passenger levels in 2023.

**Figure 2-1: Long Term Future Enplaned Passenger Demand Levels (in millions)**

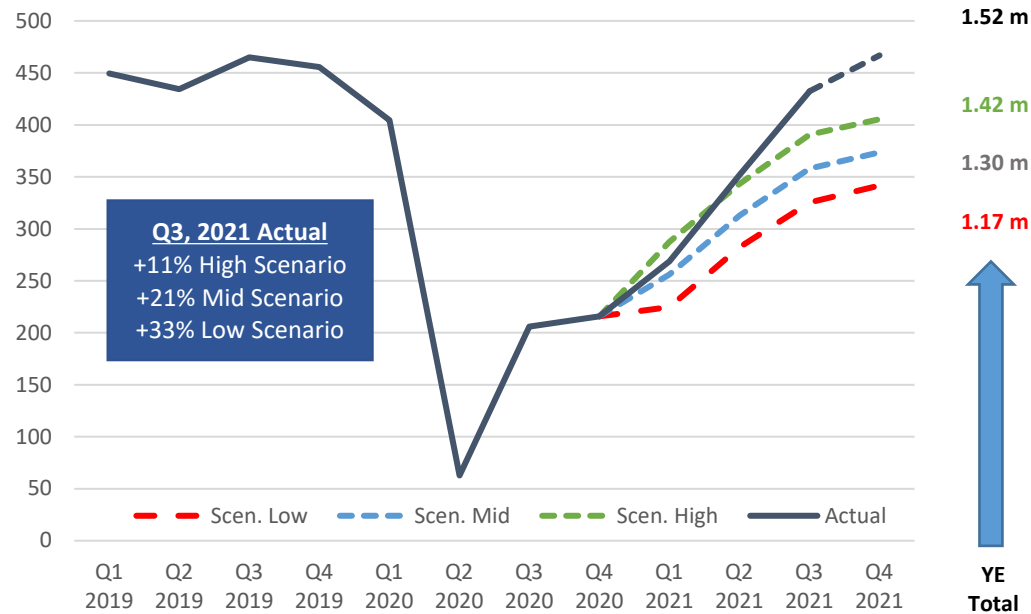


MEP = million enplaned passengers

Note: enplanements in millions

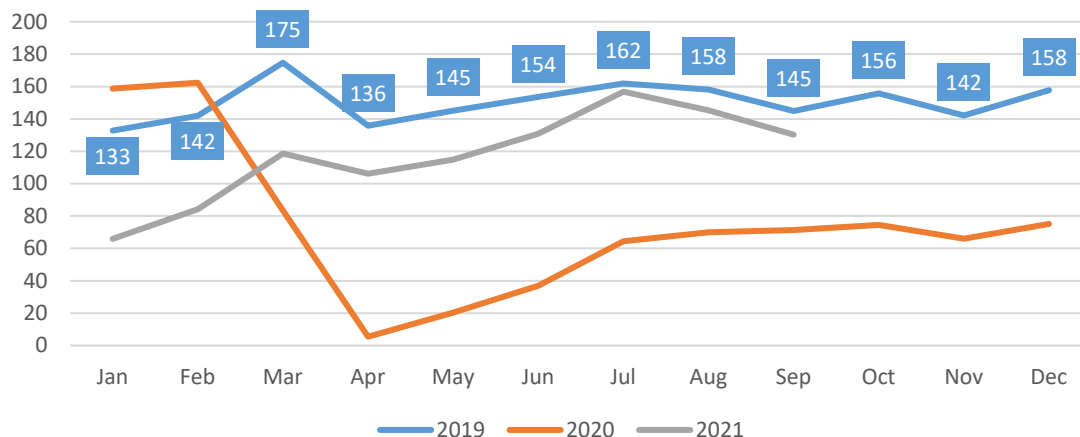
Actual = GFIAA data

Master Plan and Parking Study = Reports prepared for GFIAA in 2017 and 2019 Preliminary Scenario: 2021 passengers projected from 8 months of actual data; 2022-2025 = InterVISTAS analysis; 2025-2035 = InterVISTAS assumptions

**Figure 2-2: Actual and Projected Passenger Enplanements (in thousands), 2019-2021**

Source: InterVISTAS

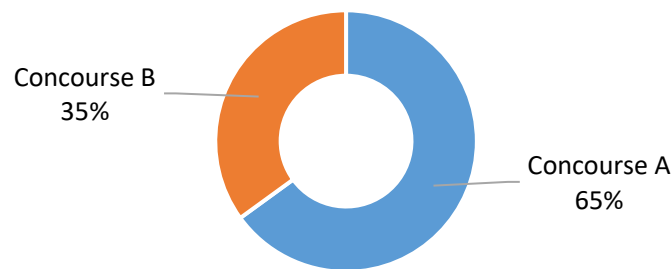
GRR, located in southwest Michigan, experiences a steady stream of traffic throughout the year, with a slight peak in enplaned passenger activity for leisure-focused traffic during the winter months. The graphic below depicts the seasonality at GRR from 2019 through September 2021.

**Figure 2-3: Monthly Total Enplaned Passenger Activity (in thousands), 2019-2021**

As of October 2021, Delta and Allegiant utilize Concourse A, while Concourse B houses United, American, Frontier, and Southwest Airlines. When expansion plans are complete,

American, Delta and United are expected to become the primary tenant airlines of Concourse A. According to year-to-date September 2021 data, Delta, American, and United comprise approximately 61% of total enplanements at GRR. There are only limited concession offerings available on Concourse B. A well-thought-out and exciting concession program on Concourse A could draw travelers from Concourse B who had previously planned on walking to the Central Terminal for dining. According to the passenger forecast previously stated, assuming the primary tenants in Concourse A, an estimated 65% of enplanements will depart from Concourse A, while the remaining 35% will leave from Concourse B. This assumes that business travel will have mostly recovered by 2023.

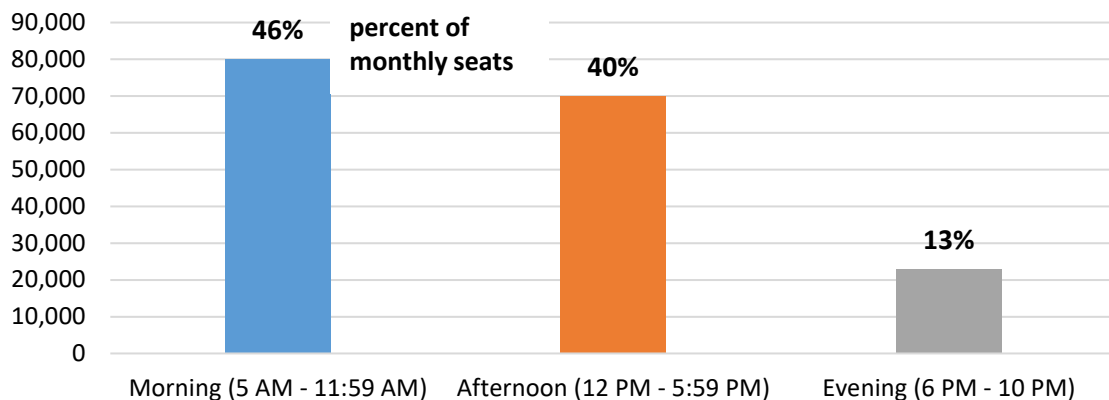
**Figure 2-4: Enplaned Passenger Traffic Split by Concourse Estimate, 2023**



Source: InterVISTAS

Scheduled departures tend to decrease throughout the day, with 46% of seats departing on flights before noon, 40% departing between noon and 5:59 pm, and 13% of seats depart GRR after 6:00 pm, based on an OAG-determined schedule for December 2021.

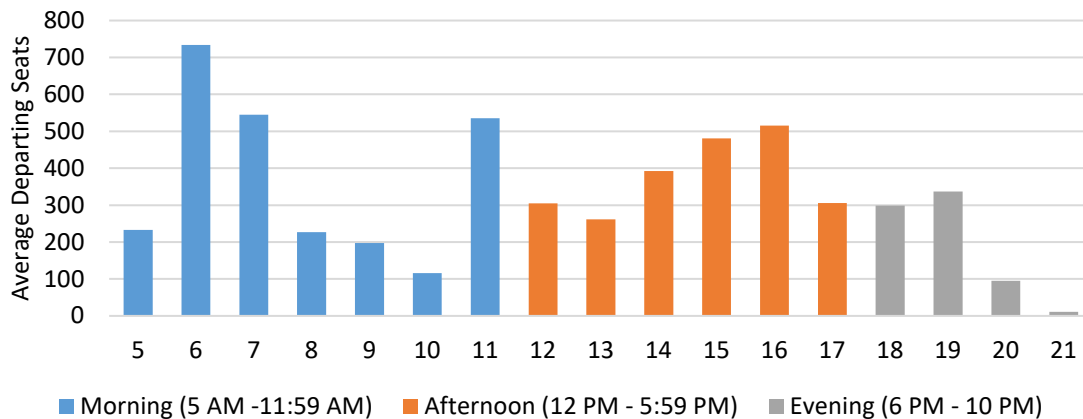
**Figure 2-5: Monthly Seats by Departure Day Part – December 2021 (upcoming forward schedule month)**



Source: OAG forward schedules, accessed November 2021

While each distinct part of the day captures decreasing traffic levels, there are peaks and troughs in each daypart. This division of flights strongly suggests that all your locations should offer breakfast options, and that coffee needs to be ready to serve at 5:00 a.m., so the earliest employees need to arrive at their duty locations by 4:30 a.m. to prepare for the day. It also says that you need to be ready with lunch-focused foods in the 10:00 a.m. hour to be able to serve the peak of travelers leaving after 11:00 a.m.

**Figure 2-6: Average Airport-Wide Daily Departing Seats by Hour – December 2021**



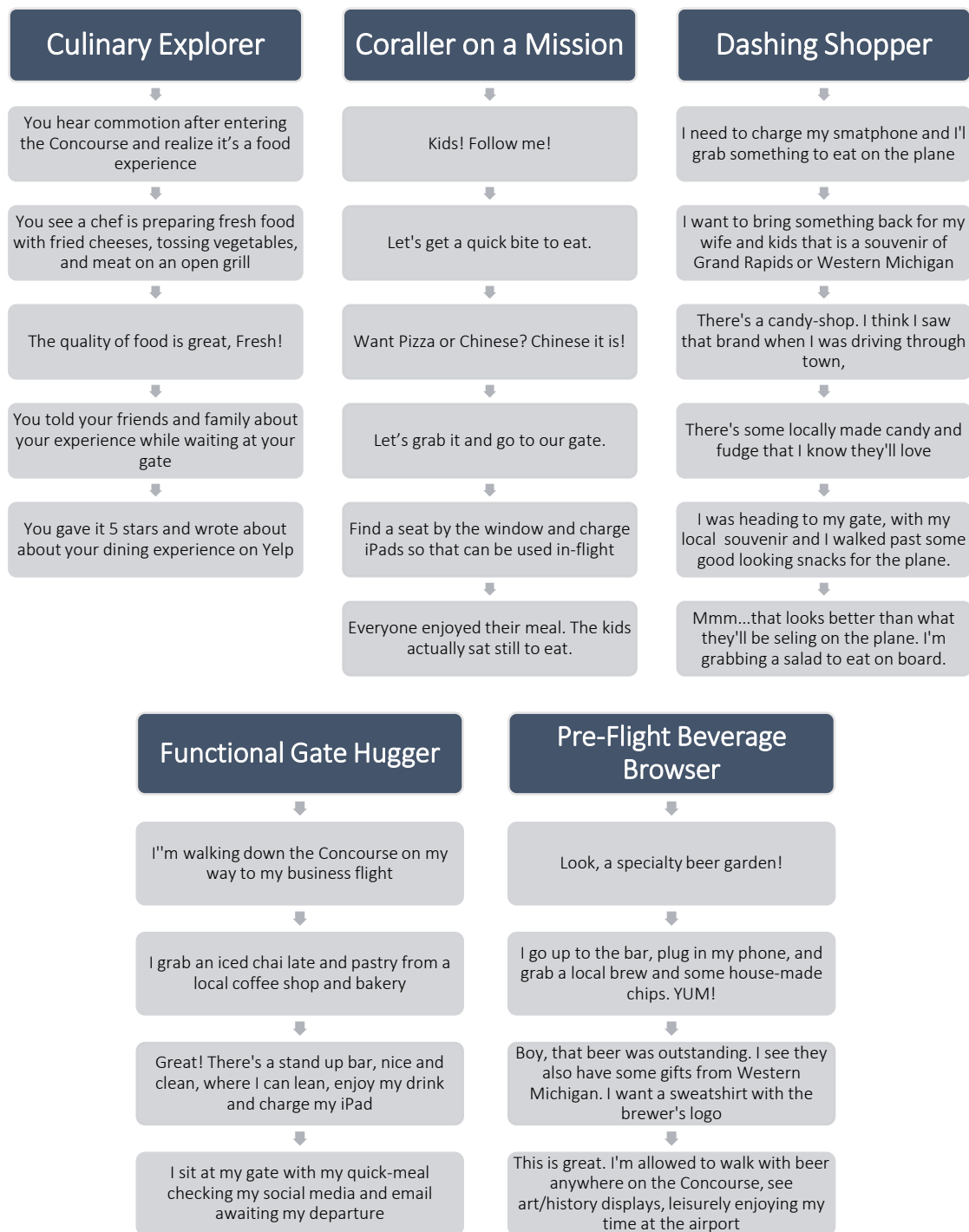
Source: OAG forward schedules, accessed November 2021

## 2.4 PASSENGER PROFILES

Passenger analyses completed in 2019 reveal unique passenger characteristic groups which GRR's Grantees can leverage:

- Five unique passenger types were identified. These five broad categories capture the variety of people and the journeys each traveler experiences while going through GRR.
- Experiences were established using a combination of ASQ surveys, typical passenger spend patterns, and workshops with GRR and community leadership

In 2019, a workshop was held with key airport stakeholders to understand their perceptions of the experiences that passengers seek when going through GRR. Figure 2-7 describes the journey each of these five groups will experience while traversing the newly expanded Concourse A and GRR.

**Figure 2-7: Five Passenger Experiences**

## 2.5 SALES HISTORY AND CONCESSION LOCATIONS

The following sales history is provided as an overview of GRR's current concession program. Historical sales included in this RFP are for informational purposes only. The Authority is not responsible for any inaccuracies or misinterpretations of data. **Please note that past performance is not necessarily indicative of future trends.**

Proposers should develop their own independent estimates of the potential of the concession locations offered at GRR based on their experiences in the industry, knowledge gained from their own research, and additional information made available through this RFP process. The Authority does not guarantee that any Proposer will make money should it be selected for award of the contract which results from this solicitation. The operation of concessions is a business, and participation in any business entails risk. By submitting a response to this RFP, Proposer accepts said risk solely onto themselves and warrants that it will not seek to change the agreed-upon lease terms in the signed lease. The Authority also does not guarantee that the current alignment of airline gate assignments will be maintained throughout the duration of the Agreement resulting from this RFP.

**Table 2-1: Concession Sales History**

Airport Wide Concession Sales, 2019	Concession Type	Gross Sales, 2019	Square Footage
<b>Concourse A</b>		<b>\$4,091,732</b>	<b>2,205</b>
Best Buy A (Vending)	Retail	\$141,437	50
Great American Bagel/Bar (A) (currently closed)	F&B	\$1,624,049	1,088
Hudson News (A)	Retail	\$2,326,246	1,067
<b>Concourse B</b>		<b>\$4,409,145</b>	<b>3,547</b>
Benefit (Vending)	Retail	\$18,131	50
Best Buy B (Vending)	Retail	\$186,003	50
Great American Bagel/Tap Room (B)	F&B	\$2,457,945	2,512
Hudson News (B)	Retail	\$1,747,066	935
<b>Marketplace/Main Hall</b>		<b>\$F83,941</b>	<b>7,617</b>
Prospect Hill/Founders	F&B	\$3,581,376	5,114
Starbucks	F&B	\$1,441,037	1,039
Touch of Grand Rapids	Retail	\$461,528	1,464
<b>Pre-Security</b>		<b>\$975,634</b>	<b>2,191</b>
Destination Michigan (Convenience Retail)	Retail	\$346,063	455
Starbucks/Leinie Lodge	F&B	\$629,571	1,736
<b>Total Airside</b>		<b>\$13,984,819</b>	<b>13,369</b>
<b>Total Landside</b>		<b>\$975,634</b>	<b>2,191</b>
<b>Grand Total</b>		<b>\$14,960,452</b>	<b>15,560</b>

Note: Numbers may not sum due to rounding.

HMS Host currently operates all F&B units. All retail units are presently operated by the Hudson Group.

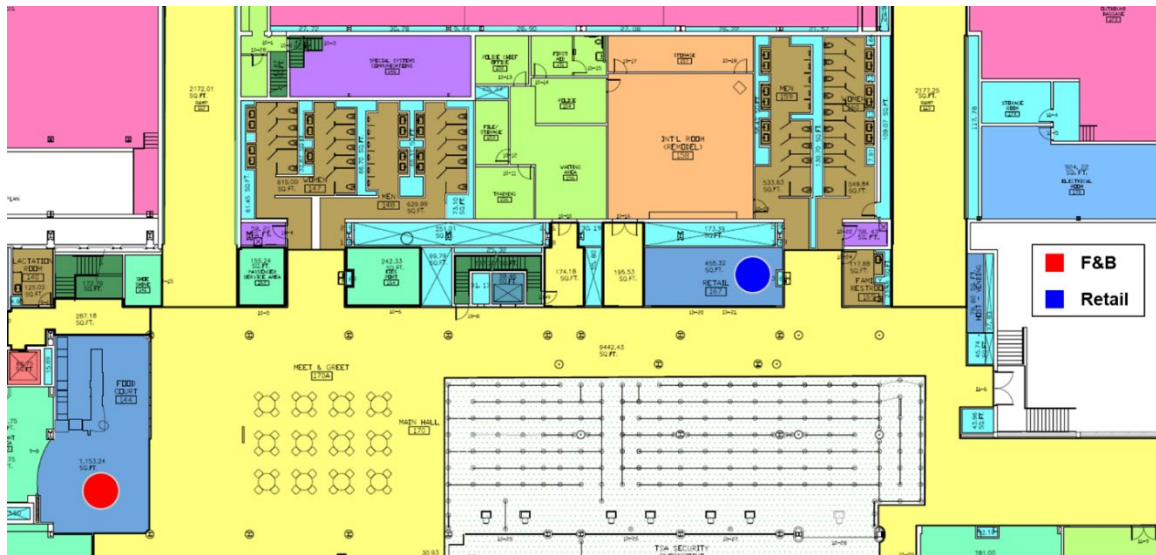
**Figure 2-8: Current Concession Program Layout**

### Terminal Overview



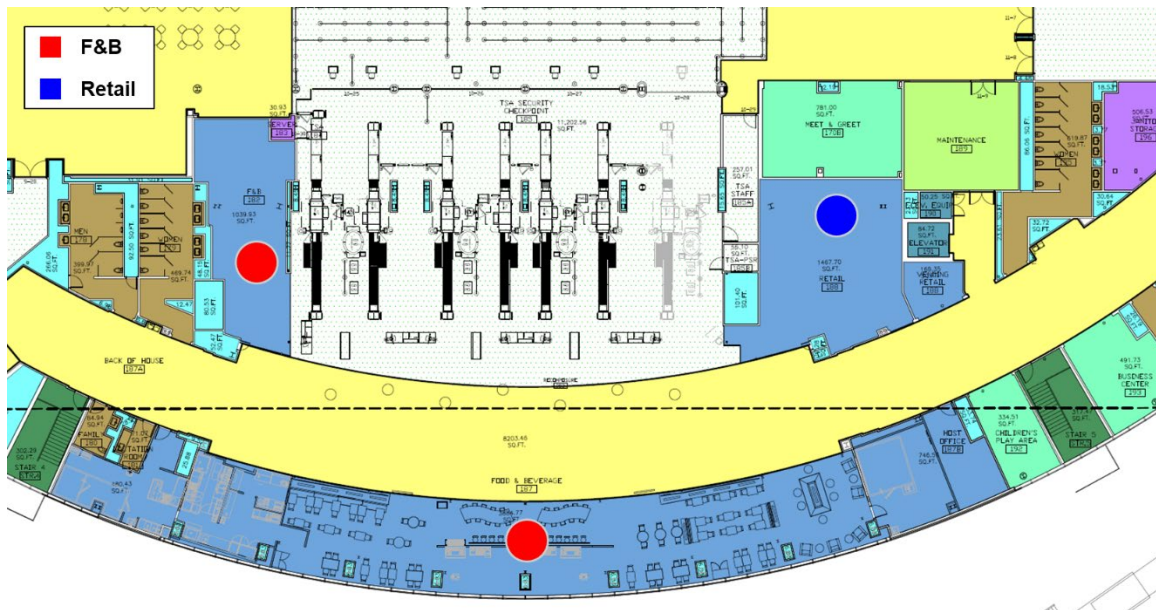


## Terminal Landside



**Note:** The blue dot in the above landside drawing is the present and future location of the pre-security Hudson Convenience Retail store. The red dot is the present and future location of HMS Host pre-security food and beverage locations.

## Terminal Marketplace



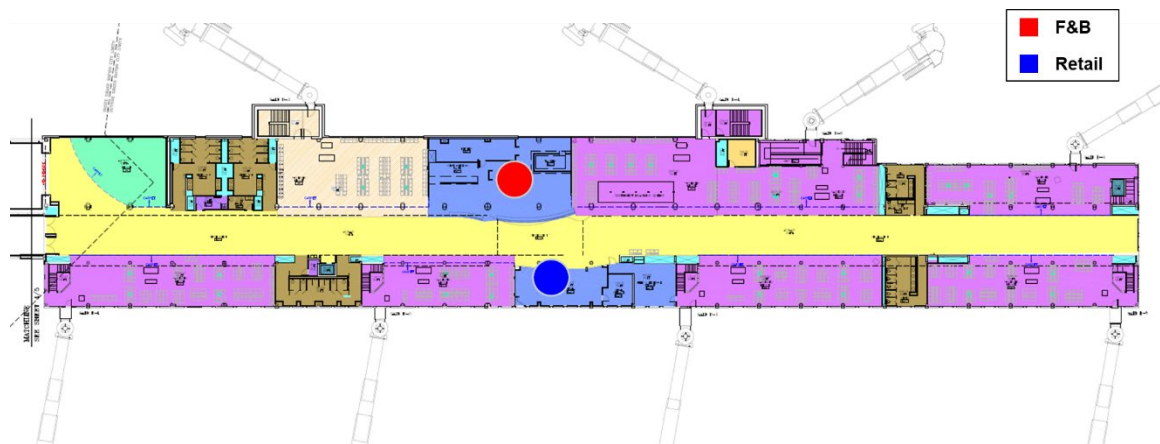
**Note:** The blue dot in the above drawing in the Marketplace is the present and future location of the Hudson Convenience Retail store. The red dots in the Marketplace are the present and future location of HMS Host food and beverage locations.

## Existing Concourse A



**Note:** The blue dot in the above drawing in Concourse A is the present and future location of the Hudson Convenience Retail store.

## Existing Concourse B



**Note:** The blue dot in the above drawing in Concourse B is the present and future location of the Hudson Convenience Retail store. The red dot in Concourse B is the present and future location of the HMS Host food and beverage location.

## 2.6 CONCESSION OPPORTUNITIES

Once the Project Elevate construction is completed, the Airport concession program will total approximately 24,400 square feet of food and beverage and approximately 6,850 square feet of retail space. Of this total amount, approximately 16,500 square feet (2/3 of total concession space) are being made available under this solicitation which includes 20

individual tenant spaces on the concourse level. Eighteen locations are available throughout Concourse A, one space in the Central Marketplace along with one space on Concourse B, adjacent to the entrance to the Concourse from the Marketplace.

This section of the RFP provides information on the concession spaces available through this solicitation. Table 2-2 indicates the Authority's preferred concept category (e.g., chicken, Italian, etc.), the square footage, utilities, and other details of each unit available.

Although the Authority has stated a preferred concept category for each Unit in this RFP, should a Proposer believe that an alternative is in the best interest of the program and airport passengers, you may submit an alternate idea for any unit you see differently. Please provide a detailed statement concerning the rationale for the recommendation, including why it is a better option than the Authority-approved concept category. The Authority is not bound to accept any such changes. Presenting alternative concepts for consideration will not be considered negatively in the evaluation of your proposal.

Consideration should be given to concepts to be operated not only by the Proposer but also those locations managed by existing operators when developing the concession plan to ensure limited redundancy of brands, concepts, or menu items. Tenants proposed should provide passengers with service in the morning, mid-day, and evening dayparts.

Neither food nor retail spaces may be changed to the other designation (i.e., food must remain food and retail must remain retail). The Authority has taken great pains to provide a balanced concession program and ensure the availability of appropriate utilities for those spaces designated for food and beverage use. Retail spaces generally lack the utilities that would be required for proper sanitary operations.

The Authority encourages Proposers to develop innovative concepts and uses based on their market analyses for each concession location. Proposers are expected to present brands/concepts for each space to yield the highest passenger satisfaction and provide an optimal return to the Grantee and the Grantor. Be mindful that the concession locations are fixed in the building, and as such, the physical locations may not change. The Authority does not warrant that the square footage data shown anywhere in this RFP is final or precise. To the best of the Authority's knowledge, the figures are reasonable estimates. They should allow for appropriate planning and cost estimating on your part.

Figure 2-9 and Figure 2-10 provide location details of the concession offerings available in the Concourse A concession package. Figure 2-11 and Figure 2-12 illustrate the locations of the concession offerings located in Concourse B and within the Central Core Marketplace, respectively. Images within this RFP depicting the locations should not be considered lease outline drawings. They are merely representative of the intended locations and their sizes. Upon award of the packages, field measurements and inspection of the sites will be required of the Successful Proposers.

Additionally, as part of a proposal, the Authority would welcome one or more technology solutions to inform Concourse B passengers, airport employees, and Concourse A gate huggers of the brands and items offered in the new concession locations on Concourse A. This technology solution may include ordering, payment, and delivery functions.

The Successful Proposers will be expected to begin operations of their proposed concessions according to the terms of a Lease Agreement (hereafter “Agreement”) in substantially the form attached to this RFP as Exhibit A.

In Table 2-2 below, each space listing includes a beneficial occupancy date based upon the projected availability of the area. Projected space availability dates reflect the base building core & shell completion with utilities modified for space type. The beneficial occupancy date (“BOD”) reflects the anticipated completion of your fit and finish construction, including any required final inspections or operational permits subject to changes due to the fluid construction schedule. As a rule, your BOD is no greater than one hundred and twenty (120) days after the space is turned over for your fit and finish work.

**Table 2-2: Food, Beverage, and Retail Concession Opportunities**

Location	Current Unit	Space ID	Type	Subtype	Preferred Concept	Utility Services	Approx. SQFT	Space Available	Expected BOD
CC-A	-	A102	Retail	Specialty	Local Eclectic Gifts	GG	544	Sep 2023	Jan 2024
CC-A	-	A103, A104	F&B	Table Service	Italian	GG	2,268	Sep 2023	Jan 2024
CC-A	-	A118, A120	F&B	-	Seating and BOH	GG	1,184	Sep 2023	Jan 2024
CC-A	-	A121	F&B	Marché Counter Service	Chicken	GG	862	Sep 2023	Jan 2024
CC-A	-	A123	F&B	Marché Bar	Sushi Bar	NE	943	Sep 2023	Jan 2024
CC-A	-	A127	F&B	Counter Service	Burgers/Grille	GG	1,618	Sep 2023	Jan 2024
CC-A	-	A128	Retail	Specialty	Gourmet Packaged Foods	GG	428	Jul 2023	Oct 2023
CC-A	-	A130	F&B	Counter Service	Latin	GG	552	Sep 2023	Jan 2024
CC-A	-	A141, A143	Retail	Convenience	Convenience	NE	932	Dec 2022	Mar/Apr 2023
CC-A	-	A142, A144	F&B	Counter Service	Deli/Sandwiches	NE	1,145	Dec 2022	Mar/Apr 2023
CC-A	-	A154, A155	F&B	Walkaway	Coffee & Fresh Market	NE	2,019	Dec 2022	Mar/Apr 2023
CC-A	-	A160	F&B	Counter Service or Sit-Down	Beer Garden	NE	1,543	Dec 2022	Mar/Apr 2023
CC-A	-	A160.5	Retail	Convenience	Convenience	NE	633	Dec 2022	Mar/Apr 2023
MKPL	Children's Play Area	187B & 192	F&B	Counter Service	Dessert	NE	600	Dec 2022	Mar/Apr 2023
CC-B	Business Lounge	B105	F&B	Table Service	Wine Bar & Fresh Market	GG	1,242	Dec 2022	Mar/Apr 2023
<b>Total</b>							<b>16,513</b>		

Note: All units are located on the airside portion of the terminal. Proposer must additionally note its preferred brands for such spaces.  
 CC-A = Concourse A; CC-B; Concourse B; MKPL = Terminal Marketplace

*Please note that the dates specified in the above table are subject to change.*

Included within the table above is a listing of the utilities which can be supplied to each space. The available utilities may impact the possible uses of each space, so please take note.

**Table 2-3: Utility Services Available**

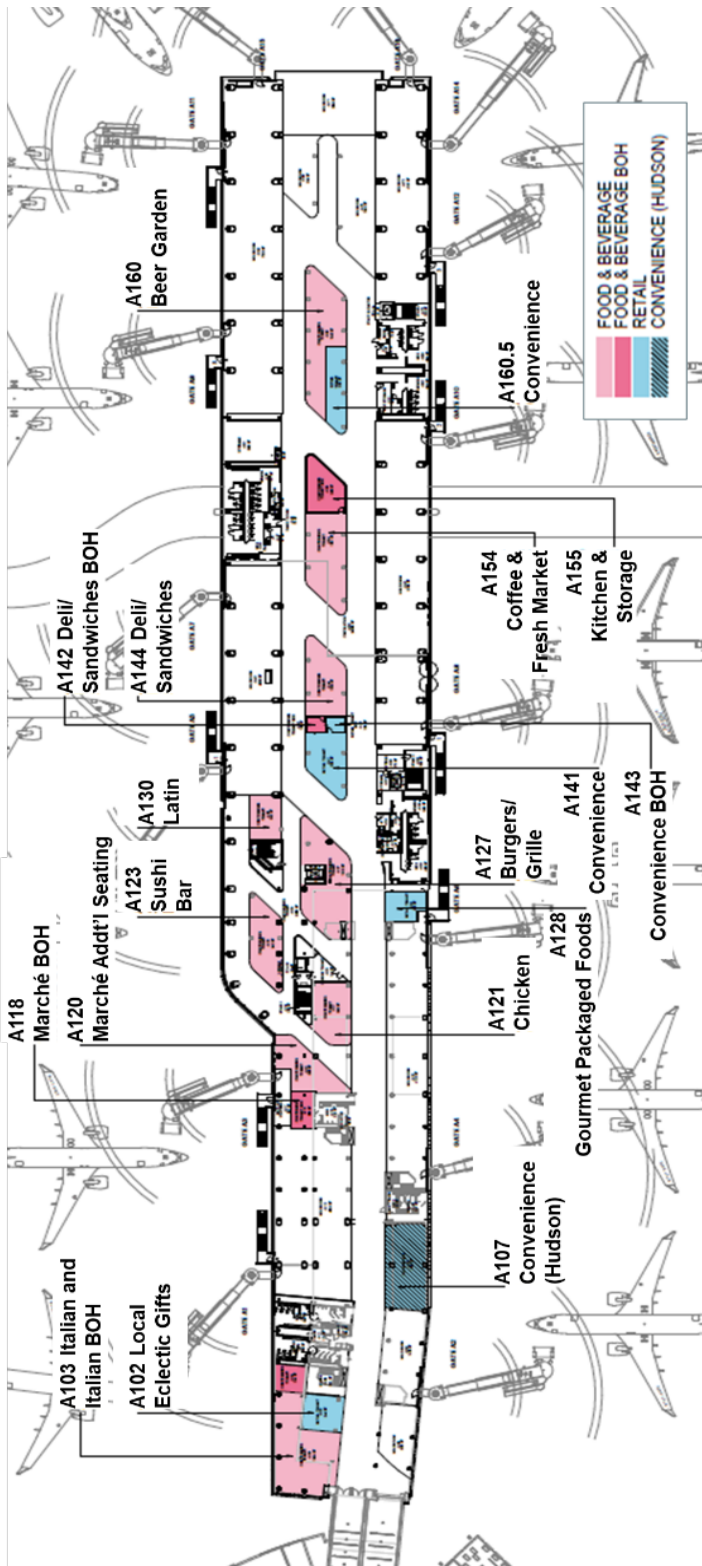
Utility Symbol	Service Description
<b>GG</b>	Gas, Power, Domestic Cold Water provided by Base Building. Tenant may install Grease Drain, Grease Interceptor, Grease Hood, and Exhaust
<b>NE</b>	Gas, Power, Domestic Cold Water provided by Base Building. Tenant may install Grease Drain, but it is not possible to install a Grease Hood, or Exhaust

Figure 2-9 on the page that follows, provides a diagram of the future concession spaces on Concourse A. Please reference Table 2-2 for approximate square footage of each space. Space A107 will be provided to Hudson as a convenience retail concession, as the Authority is obligated to provide them with one site within Concourse A due to a pre-existing agreement.

The Proposer may suggest alternative locations for food & beverage concepts within the Marché (spaces A118, A120, A121, A123, A127 and A130), subject to Authority approval. However, please keep in mind that utilities will be stubbed to the suggested locations identified on the drawing due to limitations from egress areas, projected utility requirements, open space between the top of the concessions and the Concourse Roof in the center core area, and baggage handling equipment on the apron level. Further note that the Authority desires to maintain as much natural light as possible.



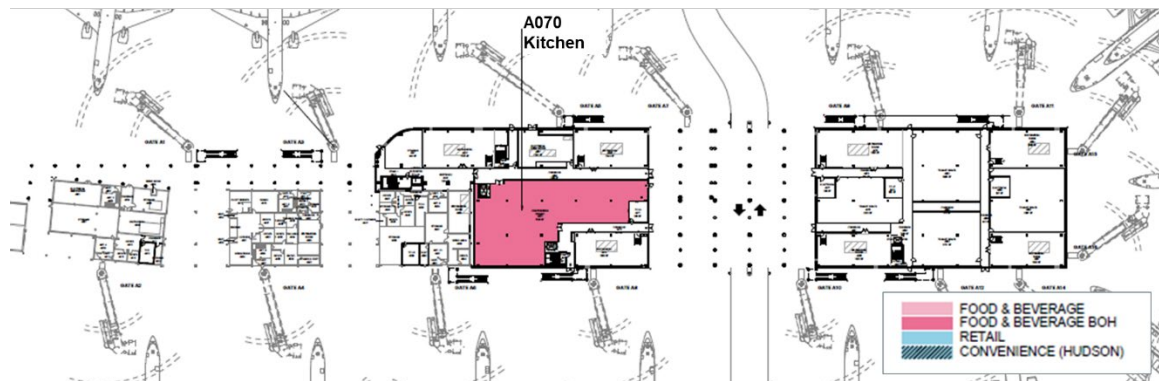
Figure 2-9: Concourse A Locations (Departures Level)



Proposers may utilize the space within the Marché to propose concepts that will create an exciting overall environment, with four concepts at a minimum. For maximum appeal, each operation should appear distinct and separate from adjacent units. Each unit should express its branding and distinguish its offer from others in the dining hall by appearance and product offerings.

In addition to the space on the Departures level, approximately 7,500 square feet is available for storage/office/commissary on the lower level, as shown in Figure 2-10. Vertical circulation will be located adjacent to the Marché area, providing quick and direct access to the Concourse from lower-level support spaces, including storage and preparation space.

**Figure 2-10: Concourse A (Apron Level)**



The following figures illustrate the concession opportunities being made available in Concourse B and the Central Marketplace, under this solicitation. The green selection in Figure 2-11 represents 1,242 square feet of space at the throat of Concourse B which is included in this RFP. Figure 2-12 shows the location of the 600 square feet of space in the Central Marketplace which will also be provided through this RFP process.





The Successful Proposer will have the responsibility of equipping most of the concession seating and tables, maintaining the Marché seating area and all other areas within lease lines. The Marche additional seating (Room 120 on Exhibit 2-9) will be furnished by the Airport through an agreement with Steelcase, a local manufacture of a variety of seating and furniture. This area, with the furniture provided at no cost will be a feature location for them to exhibit their many different types of seating/tables. The furniture vendor performs light maintenance about once per week and checks to see if any furniture needs to be replaced; however, the Concessionaire will be responsible for always keeping the area clean and neat. Seating in all other areas will be provided by the Grantee and should be reflective of the theming of the Terminal in the area (please see the Tenant Design Guideline Manual, which will be provided as Exhibit B to this RFP). There should be a variety of seating types, including seating that complies with ADA regulations in sufficient number to ensure that guests with disabilities will not suffer long waits to find available seating, and a variety of baby and child seats that are both portable as well as easily cleaned and sanitized. Selected Proposer is encouraged to consider creative seating, such as:

- Furniture procured from West Michigan furniture manufacturers,
- Family tables at different heights,
- Common dining tables, set up to encourage solo diners to be able to meet and talk with others in a safe environment,
- Large round tables for groups and families, and
- Toddler tables located near adult tables to help to ensure that youngsters are supervised throughout their visit to the airport.

It is recommended that all concession units have extra-wide aisles for easy customer access and to allow for some amount of social distancing. Proposers should be mindful of many people's strong preference to not get too close to strangers. This applies to store aisles, as well as areas where people queue for checkouts and at the cash/wrap themselves. Carefully spaced self-serve checkout is acceptable. However, these units should be monitored by on-duty staff to ensure that anyone who needs help with making a payment should be assisted quickly

The Authority prefers that outlets/charging stations be available at all chairs/stools within the concessions program to ensure convenience and connectivity. It is not a requirement, but it might be a point of differentiation if a Proposer recommended a way to provide charging stations at all tables, even portable ones.

## 2.7 CONCEPT NARRATIVES

This section of the RFP outlines the Authority's vision of the individual food and beverage and retail units on offer. All locations are expected to provide a high level of service and an outstanding experience for the traveling public. Note that all food service units must offer options for all three/four/five dayparts (breakfast, lunch, snack, dinner, evening).

Specific concepts are to be identified by the Proposer and should be well-known nationally or iconic regional or local brands, easily identifiable by local passengers or foodie visitors who were taking advantage of the best of Grand Rapids/Western Michigan dining during their stay. Proprietary brands may be acceptable; however, they are not preferred. Concepts should be developed as a part of a comprehensive package of locations that considers the units operated in the Central Marketplace by HMS Host and Hudson, who will remain part of the concession program. Proposers are expected to evaluate every location and determine which concept would work best in each location. Proposers must provide a detailed rationale for selecting the proposed concepts submitted in Section 4.3 of their Proposal (Information to be Submitted).

Although the Authority prefers that the Proposers operate the locations following the concept narratives described herein, Proposers may propose alternative concepts. Should Proposers wish to suggest an alternate vision, they must provide a reason for doing so and ensure that the alternate idea accounts for the availability of utilities in that space. The Authority has the right of final approval of all concepts.

### Food & Beverage

#### **A103, A104 Table Service – Italian and BOH; 2,268 SF**

A regional or national brand is recommended for this unit. Specialty pizzas, gourmet or otherwise, calzones, sausage rolls, different kinds of pasta, and salads made fresh and prepared on-site should be featured in this concept. The unit should offer a variety of toppings, sauces, and pasta dishes, including, for example, fresh-baked lasagna or baked ziti. Gourmet Italian deli sandwiches should also be featured. A limited selection of dessert items commensurate with the cuisine is also encouraged. Packaging should encourage "to go" meals appropriately constructed for dining on an aircraft. The unit should offer Italian breakfast items (such as frittatas, cornetto (and other pastries), espresso, and jam, Nutella, and fresh-baked bread (preferably baked on-site from freshly made (not frozen) dough, or through an agreement with an iconic local bakery, known for their work with bread). American breakfast items may also be offered along with the Italian menu items. As 100% of the Concourse A passengers will see this location as they head to their gates, the image of the restaurant will set the tone for the entire development. And a great coffee offering for the morning rush of people will make this location a fan favorite immediately.

**A118, A120 Additional Marché Seating and BOH; 1,184 SF**

To offer customers a comfortable dining experience, in addition to seats located adjacent to units, this space is set aside for an enjoyable dining experience, sponsored by Steelcase, a local manufacturer of office and commercial furniture. The Authority has arranged with Steelcase to furnish all seating and tables for the dining area that serves the Marché. Steelcase representatives will visit regularly to check the furniture for excessive wear, rebalance tables and chairs, and perform light maintenance, as well as identifying any furnishings which need to be replaced. The Successful Proposer will be responsible for daily cleaning and maintenance of the dining area, removing trash, cleaning tables, wiping up spills, etc. The Successful Proposer will also be responsible for providing trash receptacles and any miscellaneous types of seating they might wish to provide that is outside of the regular catalog of equipment that is manufactured by Steelcase.

In addition to seating, space is available, with full utilities, for the Successful Proposer to locate a finish kitchen which can serve any (or all) of the individual units within the Marché based on prep which takes place on the lower level of Concourse A. Few of the food service locations on Concourse A have full ventilation and utility capabilities. While food service operations can take advantage of the wide variety of ventless cooking equipment currently available that allows for virtually every potential type of cooking that previously required a ventilation hood, this kitchen will offer the operator additional flexibility and options to help to ensure food served is of the highest quality and is served within a reasonable amount of time.

**A121 Marché Counter Service – Chicken; 862 SF**

This location is designated as a chicken offering. Since this is one of the limited numbers of concession locations with access to ventilation, Proposers are urged to take advantage of that limited opportunity for cooking, given the configuration of the Terminal. These include menu options ranging from fried and grilled meals, sandwiches, or wings. These should be freshly prepared and with an emphasis on quality and speed of service. A variety of hot and cold side dishes should be offered, all prepared on-site, and to the extent possible, in the view of customers. These offers should range from healthy (salads) to indulgent (mac and cheese) and anything in between. Biscuits, both plain and in a variety of sweet or savory variations, are a natural complement to many chicken dishes. A limited number of desserts should also be offered, which, properly plus sold, can have a significant positive impact on sales. Breakfast offers may include a variety of biscuit sandwiches, sweet and fruited biscuits, fresh-squeezed juices or smoothies, and coffee from a local roaster.

The space is suitable for any of the well-known quick-service chicken brands. The brand should be well-known and ideally local or alternately, a “new” regional or national brand proliferating on the street (but one with staying power, not just a fad).

### A123 Marché Bar – **Sushi Bar; 943 SF**

This sushi bar-focused concept will optimally be developed by a well-known regionally or locally popular sushi restaurant featuring complimentary alcoholic beverages. Because the space lacks exhaust, cooking will not be possible in this space. Any hot foods or heated raw materials will have to be produced in the nearby kitchen in Room 129. A compact three-compartment sink can be placed in the unit, allowing for some food handling, including making fresh sushi in front of the customers and assembling plates. The area is open, and walls are not favored or should be kept low and to a minimum. A great deal of light flows into the Concourse through the windows adjacent to this space, and the Authority prefers that there should be no interference with this natural sunlight. The space configuration suggests that this location focus on fast and fresh authentic poke, nigiri sushi, sashimi, maki rolls, hand rolls, udon/soba/ramen soups, and bento boxes. Beverages can include an assortment of sake, bottled beer, wine, and Japanese and American soft drinks. Offering a selection of Japanese KitKats or Pocky flavors will appeal to both adults and children. They can be sold at a premium price for some of the more unusual or temporary flavors, and for many people, they are an attraction that will get people to visit the location that otherwise did not plan to do so once it is known that those candies are offered.

### A127 Counter Service – **Burgers/Grille; 1,618 SF**

This counter service location will be the place to go for great burgers of every kind at GRR. The possibilities are nearly endless: patties made from a variety of beef cuts, freshly ground together, forming succulent hamburgers, to other meats and a variety of veggie burgers, there is something for everyone. While there are many burger options, the number of rolls (gluten free!) and toppings should be equally impressive. From chili, cheese sauce and onions for a classic Texas chili-cheese burger to a burger BLT, with fresh veggies and hot, crisp bacon and everything in between, this location should be an exciting destination for travelers or all ages and types. French fries should be fresh cut, never frozen, and must be served hot and fresh, and made to order.

Some of the other meat options for this dining sensation might be game meats, such as venison; boneless chicken breasts and boneless thighs, so people can choose between white and dark meat; turkey burgers (served with cranberry mayonnaise), and maybe a super-spicy ghost pepper burger; variety is encouraged.

It was also observed that hot dogs, especially those with unique topping combinations, are very popular in Western Michigan. Because of that, a proposer could also make this area into a grille, offering not only hamburgers, but a variety of hot dogs and sausages as well. Topping variety and adventurousness will be considered a plus for these grilled products, so it is thought that this could be a unique spin on delivering local tastes at an airport.

**A130 Counter Service – Latin (Burritos and Bowls); 552 SF**

This concept should be a quick serve with a menu that is focused on bowls of various types, along with burritos and other Tex-Mex offerings. The hungry traveler will walk down a line at the counter, picking their choices of meats and substitutes, starches, vegetables, and sauces in their choice of container. Containers can include two or three sizes of flour tortillas, one or two sizes of corn tortillas, hard taco shells, and bowls with rice, beans, vegetables, or some combination, etc. Chips and salsa should be offered, either free with a purchase or sold separately. Queso and guac can be offered as add-ons for improved revenue, even if the chips are free. Customers should leave the service line with their food and either a fountain or packaged beverages. The operator may opt to offer limited varieties of bottled beer, wine, and margaritas. The location should offer breakfast with a Tex-Mex flair, focusing on breakfast burritos, churros, buñuelos, and Mexican hot chocolate. The fried treats and hot drinks are suitable for those who enjoy sweets in the morning and later as either a snack or dessert. Throughout the day, these treats should be freshly fried to maximize the quality of the product.

**A142, A144 Counter Service – Deli/Sandwiches and BOH; 1,145 SF**

This is a counter-service food unit that will sell a selection of made-to-order and grab-and-go sandwiches and salads. Grab and go must be made in the unit or in the kitchen of another concession location and be limited to items from the made-to-order menu. This unit can offer menu specials to encourage product trial or get diners to “trade up” to a more expensive option.

There should be at least one hot soup or chili available every day. Soups should be made on-airport. Prepared salads such as coleslaw, potato, and macaroni salads should also be made on-airport. The unit should offer a range of soft drinks, which can be self-serve, bottled, or poured by the staff. Hot coffee and tea should also be sold and may be available as self-serve. Baked goods should be visible in display cases, especially during breakfast and off-peak afternoon and evening hours.

This unit should offer sandwiches on various breads, including bagels or wraps. Alternately, it may offer a specific cuisine, such as Jewish, Italian, or Middle Eastern. Three daypart service will be a requirement to ensure that passenger needs can be met all day.

**A154, A155 Walkaway – Coffee & Fresh Market; 2,019 SF**

This is an upscale specialty coffee/fresh-baked pastry/sandwich, and salad unit to provide gourmet food, coffee, and teas in a sophisticated atmosphere while presenting an offering of fresh pastries, baked goods, and other gourmet grab and go items. The operator may need to meld multiple offerings from well-known local brands to provide multiple service offerings in a dynamic farmer’s market-style atmosphere. This location may need to utilize a few well-known brands in naming the space.



Regardless of the market's brand, a local gourmet coffee product should be included to represent the best this category has to offer. All coffee products should be fresh ground. Offerings might consist of espressos, lattes, cappuccinos, and iced and hot coffee beverages. A variety of premium teas (preferably featuring a brand name that customers should know) should be part of the offering.

Food choices should include a selection of fresh fruit and made-to-order and grab-and-go sandwiches, vegetables, and salads. Grab and go selections must be the same as items available on the made-to-order menu.

The sweets offered in this unit should include freshly baked or prepared breakfast bread, pastries, and desserts such as croissants, muffins, bagels, scones, biscotti, Danish, cookies, or brownies. Cakes and fruit bars could also be offered, tailored to passengers' tastes, and using the best locally produced raw materials available. Since the types of merchandise on offer in this unit are highly varied, this is an outstanding opportunity to provide a place where very small bakers, coffee roasters, cheese makers, etc. can feature their products allowing them access to the airport market and creating buzz for the location.

#### **A160 Counter Service or Sit-Down – Beer Garden; 1,543 SF (part)**

This space should be an open-style bar concept. The theme should be reminiscent of a beer garden with fare that matches the great drinks offered. The unit should be themed around beer and liquor, such as a brewery or distillery, with more gastro-pub-type nuances. Waitpersons can bring drinks to tables, or customers may pick up their beverages at the bar.

The menu should feature a variety of comfort foods and craveable menu options. These include but are not limited to pizzas, burgers, salads, sandwiches, appetizers, and other bar fare. As with most other units in Concourse A, cooking will have to be limited to ventless appliances, subject to Authority approval. This new technology offers a wide variety of cook types. All equipment will require fire Marshall (or fire department) approval. Still, these tried-and-true technologies could allow almost every cooking type, including deep-frying or a high-temperature pizza oven. As shown below, the other portion of this ample space will be used as a convenience retail space.

#### **187B, 192 Counter Service – Dessert; 600 SF**

The Authority favors a concept called Dessert, but how that mission is fulfilled is left to your creativity. It could be a smoothie bar, with both healthy and indulgent treats, or a pretzel bakery, a donut shop with exciting flavors that rotate frequently, or an ice cream shop that uses liquid nitrogen to instantly freeze milk, cream, and flavorings into unique, delicious, and fresh frozen treats. Confections are acceptable as well.

### **B105 Table Service – Wine Bar & Fresh Market; 1,242 SF**

The Authority is targeting this location to offer wines, local, regional, or international, by the glass or by the bottle for consumption on-site or at home. This could be a wonderful location for a local vineyard to present their wares along with the best of the rest. But this is far more than just a wine bar because it is also a sit-down dining opportunity. Our former lounge operator, Steelcase, has also agreed to provide the seats and tables, as they have for the seating area on Concourse A (please see the listing for Spaces 118 and 120, above). A strong waitstaff will have ample opportunities to grow sales by plus selling a variety of small plates ranging from salads and tapas-style plates to sweets from all over the globe. Some space may be allocated to products often found in a fresh market, including such things as fruits, sandwiches, and other grab and go offerings.

## **Retail**

### **A102 Specialty Retail – Local Eclectic Gifts; 544 SF**

The specialty shop concept designated in this category is intended for distinctive locally represented gift items. This location could offer a variety of local arts and crafts, sports-themed gifts, lifestyle gifts, local college memorabilia, or carry gifts specifically unique to the Western Michigan region. Merchandise made in the region should be favored and featured. This store should be an essential image enhancer for the region and a viable destination concept. It is the intent that this location represents the region by providing high-quality, durable goods that leave a positive, lasting impression of Western Michigan.

### **A128 Specialty Retail – Gourmet Packaged Foods; 428 SF**

Unlike airport convenience stores with their standard selection of ready-to-eat packaged snacks and beverages, gourmet packaged food stores are focused on offering higher-quality packaged foods, often locally made, meant to be used as gifts, which generally generate higher average transaction values. This store should also provide shipping services (at cost or for free as a customer accommodation) to allow customers to create/customize/ personalize gift baskets to be sent anywhere in the U.S., or potentially, overseas.

This store should appeal to travelers who want to take a gustatory memory of their Michigan visit when they return home and residents who wish to present a unique gift to someone.

The sample merchandise list below identifies regional products that could be featured:

- Wine, Beer, and other alcoholic beverages, for off-airport, off airplane consumption, perhaps in decorative containers (subject to legal restrictions)



- Candies
- Jams, preserves, marmalades, and jars of honey
- Syrups, BBQ sauces
- Biscuit and pancake mixes
- Cookies
- Seasoning packets and jars
- Coffee beans
- Gift baskets of candies, preserves, nuts, and fruit

#### A141, A143 Retail – **Convenience and BOH; 932 SF**

The focus for Convenience spaces is to fulfill customers' immediate needs while potentially tempting them with other purchases. These are often last-minute stops for passengers for beverages, snacks, travel supplies, electronic needs, healthcare products, and beauty aids. Most customers will be making purchases to carry onboard their flights. Therefore, careful consideration should be given to the product assortment and packaging.

Foods in this location should focus on pre-packaged snacks such as candies, nuts, pretzels, trail mixes, and chips. The food and beverage product assortment may include self-serve hot and cold beverages, microwavable and cold pre-packaged meals, salads, pre-packaged snacks, single-serve desserts, candy, and fresh fruit. All food items must be pre-packaged and self-serve. No bottled alcoholic beverages may be sold, but bottled non-alcoholic beverages are expected.

The retail product mix should include reading materials, toiletries, and over-the-counter medicines. Depending on the size of the store, limited specialty retail-type merchandise (souvenirs, electronics, local gift items) that compete with, but do not duplicate, the identical items found in specialty retail shops at the Airport.

#### A160.5 Retail – **Convenience; 633 SF (part)**

Please see description for spaces A141 and A143, above.

## 2.8 SCOPE OF WORK

See, particularly Article IV in the Lease Agreement (Exhibit A, available on or before December 13, 2021) for the general requirements for the selected proposer under the agreement which will be tendered to the selected proposer. Please reference other sections of the Lease Agreement for specifications.

## 2.9 BRAND AND DESIGN EXPECTATIONS

The Airport has a vital role as an economic development engine for and gateway to Western Michigan. The Authority wishes to present the cuisine, products, and brands of the region and nationally recognized brands and concepts. The Authority encourages Proposers to incorporate established local, regional, and national brands in all aspects of their proposed program. This inclusion should be seen throughout your development, in terms of

- Brands – seek out brands that are known and loved in the region that originated in Western Michigan. It should be obvious when a person gets off an aircraft that they have arrived in Western Michigan.
- Merchandise – look for local farmers (growers, animal suppliers), manufacturers, suppliers for everything from the products offered to the cleaning materials used
- Furnishings – do not make this development look like every other concession development that you operate. Grand Rapids is the furniture manufacturing center of the world. Everything from tables and chairs to shelving and back of house materials can be found in the region. Use the local resources first, whenever possible.
- Décor – beyond local furnishings, use the look/image of your stores to convey a sense of place. From historic buildings, to covered bridges, the region provides a wide pallet from which to work. Don't hesitate to take advantage of this.

All Proposals should seek to include these aspects into the concession program through their merchandising plan. It is expected that the successful Proposers will be those who can best integrate a local and regional experience with their concession offerings. The nationally recognized brands utilized should provide a core program but should not represent the majority of the program's offerings for the concessions at GRR. These brands should be highly recognized and provide credibility that demonstrates the concessions program is a first-class, customer-centric program. Even in these units, however, it is expected that the Western Michigan ethos will be carried through without destroying the credibility of the national brand.

### **Tenant Design Criteria Manual**

The summarizes general expectations of Tenant design to be detailed in a subsequent Tenant Design Criteria Manual (TDCM), to be provided to the Successful Proposer.

As depicted in previous sections of this RFP, with a few exceptions, the concepts will be "free-standing" or "open" in nature, not traditional "in-line", and will not have access to through-roof ventilation and exterior walls. The overall project is intended to represent a journey through Western Michigan and will include four zones with variations in colors,

materials and lighting corresponding to lakes, dunes, forests, and the city. Proposed Tenant design concepts should harmonize with and support this idea, the respective zone in which they are located, and base building finishes. Tenant design concepts should be state-of-the-art and bring vibrancy to the concourse by maximizing its presence to passengers while respecting the intended openness, architecture, and finishes of the base building. Tenant design concepts should be best-in-class for similar airports and programs, featuring contemporary styling, hospitality-oriented furnishings, durable and high-quality materials. All views: to gates, across the concourse, and to the exterior must be preserved.

To maximize presence to passengers, design concepts should feature three dimensional forms as well as materials that are unique to the Tenant brand and demonstrate its identity and ambiance. Tenant spaces in open concept areas may define their perimeter with overhead structures, suspended lighting or cloud elements, or decorative low partitions, that have a high degree of transparency as well as distinctive flooring materials. Finish materials and design solutions should be appropriate for an environment accommodating heavy passenger traffic.

Where located next to glass walls or surrounded by passenger circulation, the Tenant design concepts should limit any visual obstruction through the space. Design concepts should relate to strong horizontal elements of the concourse, and not extend above the major bulkhead below the clerestory in each zone. An exception to this, subject to approval, could be signage or special design elements meant to capture the attention of passengers. Mechanical ductwork, unfinished structure, and suspension wires should be concealed from passenger view. Tenants will be required to accommodate any equipment and signage necessary for airport operations.

In addition to a central concession's spine consisting exclusively of "free-standing" concepts, the concourse also features a market or "Marche" space with island concessions that present unique design considerations. Units in the central Marche space should be open and porous to passengers, allowing them to flow through like a typical marketplace. They should be low or transparent, allowing unobstructed views to the windows. Some of the locations within the Marche will have access to through-roof ventilation and exterior walls. In all locations, security elements that would obstruct sightlines, such as sliding security grilles, should be avoided in favor of other means of closure. Some of these spaces have radiant floor heating and will require coordination with the airport for any floor attachments or penetrations.

Tenant design concepts will be evaluated for general conformance with the above expectations, specific requirements as detailed in the TDCM, functional effectiveness and suitability for airport environments, creativity, and passenger impact.

## 2.10 NON-EXCLUSIVE PROGRAM

This Agreement that will result from this RFP will be non-exclusive. The Authority may enter into agreements with any other parties to sell competitive services, products, or items through other premises at the Airport during the successful Proposer's Term of Agreement.

END OF SECTION 2

## Section 3 Concession Requirements

This section describes the term of Agreement, fees, capital investment, development requirements, and mandatory contract elements required by the Authority.

### 3.1 TERM OF AGREEMENT

The concession will be for an operating term of ten (10) years for the food, beverage, and retail package offered under this solicitation. This operating term will commence upon January 1 of the first full year following the completion of construction on the third phase of the concession program as shown Table 0-1 and Figure 0-1, subject to sooner termination provided for in the Agreement. The anticipated contract commencement date is approximately June 2022, with the first expected Concourse location becoming available for build-out in December 2022. The first unit(s) should be completed and open to guests by approximately April 2023, with the ten (10) year operating period commencing on or about January 2024 when the last space is expected to be open for business. It is understood that, if the period for construction of the final space is scheduled to end after January 1, 2024, then the first operating period will commence on January 1, 2025, and will terminate on December 31, 2034, regardless of when the space actually opens.

### 3.2 CONCESSION PAYMENTS

As consideration for the non-exclusive right granted, the Successful Proposer shall pay, annually during the term of this Agreement, the greater of either:

- a) the Minimum Annual Guarantee (MAG), beginning the first full calendar year following the completion of the third and final phase of construction; or
- b) a sum of the percentage of Gross Receipts derived from the operation of the leased locations.

#### **Minimum Annual Guarantee Fee**

At the end of each full calendar year following the commencement of the ten (10) year operating period, the Authority will compare the Percentage Rent paid by the Operator over the course of the calendar year to the Minimum Annual Guarantee. If the total Percentage Rent paid over such year is less than the MAG, then the Authority will invoice the Operator for the difference, which must be remitted within 15 days. In the event of a Severe Decline in Enplanements, the Concession Agreement shall allow for a reduction in the MAG proportionate to the decline in enplanements, provided that all concession locations remain open. See Section 4.3 of the Agreement for additional details.

No Minimum Annual Guarantee will be in effect until the first full calendar year following the completion of the third and final phase of construction and turn-over.

### Annual MAG Adjustment

The MAG will be adjusted each lease year during the ten (10) operating year period. The MAG in the first lease year of the ten (10) operating year period will be as proposed by the Operator (subject to negotiation in accordance with the terms of this RFP). Thereafter, the MAG will be adjusted to the greater of eighty percent (80%) of the total Rent payments to the Authority during the previous lease year or the MAG proposed by Operator for the first lease year. Except in the event of a Severe Decline in Enplanements (please see Agreement, Section 4.3 for additional details), will the MAG for any year be less than the first year's MAG.

### Percentage Rent Payments

By the 15<sup>th</sup> of each month following the opening of the first Concession Location, Selected Proposer will submit a detailed report showing sales by location, and where applicable, sales by category within each location. These sales will be utilized to calculate the monthly Percentage Rent, to be remitted electronically or by check with the report.

For each Lease Year, the following percentage rents found in Table 3-1 shall apply:

**Table 3-1 Percentage Rents (F&B and Retail Locations)**

F&B Locations	
Concession Subtype	% Rent
Table Service (food and non-alcoholic beverages)	10%
Counter Service (food and non-alcoholic beverages)	13%
Walkaway/Grab and Go (food and non-alcoholic beverages)	14%
Coffee Shop (all products)	15%
Merchandise Sold in Food Locations	15%
Vending (if applicable)	17%
Alcoholic Beverages (sold anywhere)	18%

Note: Walkaway/Grab and Go sales in Table Service restaurants are charged at the Counter Service rate

Retail Locations	
Concession Subtype	% Rent
Convenience Retail, except merchandise listed below	18%
Specialty Retail, except for stores listed below	15%
Electronics	9%
Locally made products	12%
Toys	12%

## **Other Occupancy Charges; Other Leasing Expenses**

### *Marketing Expenditure*

Although the Authority does not organize a joint marketing fund, each Grantee must spend no less than 0.5% of its total gross revenue on promotional efforts. These efforts may include:

- Customer service training,
- Holiday events (decorating and special programs),
- Maintenance of a webpage specific to GRR only,
- Holiday gift wrapping,
- Gifts with purchase (GWP), and
- Any creative ideas that you determine would help grow sales and provide the customers with a richer experience while spending their money.

The Authority will monitor Grantee efforts only to document that the required minimum expenditures were made. Unless Grantee needs temporary facilities, the Selected Proposer wants to operate outside of its lease lines, or needs something else from the Authority, approval of marketing actions is not required. However, the Authority should be advised in advance to help prepare the Airport as necessary. Coordinating actions/activities with other Grantees is highly encouraged but not mandatory. Any additional costs (for example, janitorial or security expenses) accrued by the Authority will be billed to the Selected Proposer at cost, paid with the following month's rent payments.

### *Badging Fees*

The Authority currently charges \$67 per security badge processed. This cost will be passed on to the badge's sponsor through monthly billings, with the balance due within 30 days.

## **END OF SECTION 3**

## Section 4 Content and Organization of Proposal

The RFP evaluation process will be a set of specific, focused reviews of each element of every Proposal. Contractor capabilities and against the other Proposals. Having all your company's information in one place, in the order suggested, makes it easiest to evaluate all Proposals effectively and equitably.

Your proposal is your opportunity to:

- a) tell your story;
- b) to clearly define your philosophy for your portion of the concession program for the Airport,
- c) define the market(s) you are targeting,
- d) explain your brand/operation assortment, and
- e) specify the other elements, as requested below.

Please take the time to read and understand the Proposal requirements carefully. Format, organization, and content are all essential to ensure your proposal's accurate and complete review.

Be sure to address all the submittal requirements. Please also submit any other information that may help us to understand the unique characteristics of your proposed portion of the commercial program. You must provide a complete submission package for it to be considered by the Authority.

The Proposal requirements in this Section are not meant to limit your creativity. They are intended only as minimum elements that must be included. Your responsibility is to incorporate all information you feel is pertinent to present your capabilities to meet the Airport's objectives effectively. However, clarity and brevity are encouraged – do not include large amounts of extra information. Because the Authority realizes that most qualified proposers could write hundreds of pages to demonstrate their creativity and original thought, there are page limits on each section of your response. However, attachments and appendices do not count against the page total. There is no guarantee, though, that all information in appendices will be reviewed.

For more information, refer to Section 5, Evaluation of Proposals.

### 4.1 SEPARATE SUBMISSIONS/PROPOSAL EVALUATION

The response to this RFP will consist of a Technical Proposal and a Financial Proposal. Each proposal, while sent together, must be provided in separate sealed packages.



First, the Technical Proposal consisting of all non-financial aspects of your proposal will be opened and reviewed. This will be the section of the submission where you tell your story, which explains how you intend on operating multiple concession's locations if you are the Selected Proposer. Paint a complete picture of the program you will build, the customer service programs you will sponsor, how you will recruit, train, and incentivize your staff, and how you will maximize your sales.

After reviewing all written technical submittals, the selection panel will determine the vendors capable of being awarded the concession. These vendors will be invited to participate in a one-hour discussion of their proposal. Although this can be done remotely, if necessary, the Authority prefers the opportunity to meet in person in a properly socially distanced and masked setting. There will be sufficient space (greater than six feet (6')) between the vendors and the Authority staff. The Authority will not require and does not want a presentation for this meeting. There will be ten (10) minutes allocated for introductions. Then, for the remaining 50 minutes, the Proposer will be asked to respond to various questions from Authority staff and the selection committee. Meetings will end after sixty (60) minutes. No additional time will be permitted thereafter. Some of the questions may be asked of all interviewed Proposers, while others will be specific questions about your proposal. The Authority will not provide questions in advance. You may bring as many people as you reasonably expect necessary to answer questions on your submittal, but we ask that you not bring more than seven (7) people for health reasons. No written documents or handouts are required or expected. The purpose of this meeting is to clear up any questions that GRR staff or the selection committee have about your proposal. Therefore, do not discuss or propose anything that is not in your written proposal. New ideas are not welcome and will be set aside, wasting your limited window for clarifications.

After the meetings, the technical scores will be set and finalized, and they may not be changed after that. Once all Technical Proposal scores are locked in, only then will the Financial Proposals be opened. The Financial Proposal will then be evaluated mathematically by the selection team using the following methodology:

**Largest Offer** = Full score

**All others:** Firm's Offer/Largest Offer = Percentage x Points = Score

By way of example, suppose there are 15 points available, and one firm offers 100, a second firm offers 140, a third firm offers 120 and a fourth firm offers 200. These firms would be scored as follows:

**Table 4-1: Example of Financial Proposal Evaluation Methodology**

Firm #	Offer	Score equation	Financial Score
1	100	$100/200 * 15$	7.5
2	140	$140/200 * 15$	10.5
3	120	$120/200 * 15$	9.0
4	200	$200/200 * 15$	15.0

The Financial Score is then added to the Technical Score to arrive at the total score for the Proposer.

## 4.2 EVALUATION CRITERIA

The selection process will include a detailed evaluation of the criteria in the decision categories listed below. Scores for proposals shall also be allocated following the table and criteria below.

**Table 4-2: Allocation of Proposal Scores by Criteria**

Criteria	Allocation (%)
Experience of the Firm	25%
Store Concepts/Vision	20%
Management and Operations Plan	25%
Guest Experience, Marketing and Promotional Plan	15%
Financial Offer	15%
Financial Information	Pass/Fail
ACDBE Participation	Pass/Fail
References/Past Performance	Pass/Fail

The information submitted in response to this Request for Proposal in both the Technical and Financial Proposals serves as the established evaluation criteria for selecting a Successful Proposer.

Three factors, Financial Information, ACDBE Participation, and References and Past Performance will be considered on a Pass/Fail basis. A failing evaluation on any of these factors will result in the proposal being removed from further consideration. The ACDBE goal (or Good Faith Efforts, in line with the requirements established by the FAA) are either met or not. Larger participation levels are not considered when evaluating this criterion, although the local community might view more significant amounts of participation positively. What is most important is the achievement of the required percentage

participation with verifiable ACDBEs who then perform the promised work. Besides goal achievement, there is no acceptable way to evaluate competing proposals. Hence, ACDBE participation is either a pass or a failure.

Judging the quality of financial information submissions (Financial Background Information, as required in Item 11.1 of Section 4) is a complex effort. Given the time limits for evaluation of the proposals and the complexity of the evaluation of financial reports, the Authority has chosen to evaluate the Financial Information on a pass/fail basis. The submitted Financial Information will be adjudicated as a “pass” if all required information is submitted and there are no obvious faults with the documents. Otherwise, the materials will be evaluated as a “failure” and the proposal will cease being evaluated further. Similarly, judging the quality of different references is too subjective. The Authority chooses to evaluate this factor, therefore, on a Pass/Fail basis. Either the Proposer has provided strong references, or they haven’t. If the Proposer fails to supply references at all, if the references are unreachable or non-responsive, or if references are particularly derogatory, it may result in disqualification of the proposal from further consideration. Note that information obtained during these reference checks may be applied to other adjudicated factors as the Authority deems appropriate.

#### 4.3 INFORMATION TO BE SUBMITTED

The information identified in this section must be contained within your proposal.

The contents of the hard copy of the Technical Proposal shall be **arranged with tabs in an 8.5” x 11” format, bound in three ring loose-leaf binders, and following the same order as listed in this Section 4.3** Drawings and photographs may be provided on paper no greater than 11” x 17”, folded into your submittal. General instructions for your Submittal are found in Section 1 of this RFP.

##### **Cover Letter**

The cover letter shall include the Proposer’s name, address, telephone number, facsimile number, email address, and Federal Identification Number, and its state of incorporation, if a corporate entity.

Advise whether Proposer is registered and authorized to do business in the State of Michigan and include the registration date if already registered. Such qualification is not required to submit a proposal. However, Proposer is required to qualify to do business in Michigan before being awarded the Contract. The Cover/Transmittal letter should also include any pertinent facts or details of the Proposal that the Proposer desires to emphasize.

Further, Proposer shall advise if it is a resident business in the State of Michigan. A "resident business" is defined as a business enterprise with a Michigan address registered to do business in Michigan, employs Michigan residents, and regularly conducts business within the State. The term includes subsidiaries, divisions, and branches of a business headquartered outside of the State of Michigan.

Please limit the cover page to no more than one (1) page.

### **Item 1 - Executive Summary**

The Executive Summary previews the essential features of the Proposal. You should point out the highlights of your Proposal and briefly highlight what makes your proposed operation better/different/more exciting/more unique than that offered in any other firm's submittal. You should also enumerate why your firm is the most qualified Proposer and how your ACDBE partner(s) fit into your operational and management plans.

Please limit the executive summary to two (2) pages.

### **Item 2 - Bid Bond**

A bid bond in a form substantially like Form 6, for twenty-five thousand dollars (\$25,000) must be submitted to the Proposal Manager, at the address specified on page 8 of this RFP, via mail or express delivery before the deadline for Proposals. Only include the Bid Bond in this mailing. Any other material will be discarded without review. The Bid Bond guarantees execution of the Agreement based on your proposal if your firm is selected for award. Additionally, the proposal bond of a specific Proposer may be applied to any expenses incurred by the Authority to defend itself if said Proposer files any form of protest or objection to the Authority's selection. Such costs include both legal and consultant fees as well as Authority employee time and/or expenses. The surety, or sureties, upon the surety bond(s) shall be a corporate surety, or sureties, authorized to do business in the State of Michigan. If the Proposer is offered the opportunity but fails to execute the Agreement provided by the Authority based on such a proposal, the Proposer's proposal bond may be forfeited. Proposer may file an alternative form of security for the bid bond with the value of twenty-five thousand dollars (\$25,000). Such alternative form of security may be in the form of a money order, a certified check, cashier's check, or an irrevocable letter of credit issued to the Gerald R. Ford International Airport Authority.

The proposal bonds will be released to those Proposers who were not awarded an Agreement without interest of any kind within fifteen (15) days of approval of the resulting Agreement. The proposal bond submitted by the Selected Proposer shall be released upon execution of the Agreement and after receipt of the required insurance certificates and Performance Guarantee.

### **Item 3 - Experience of the Proposer**

In this section, Proposer should explain in detail the number of years and extent of Proposer's industry experience, with particular emphasis upon prior experience with the planning, design, financing, construction, and management of such facilities at airports, major transportation centers, shopping centers, or other high traffic/high-volume environments. This section of the Proposal should include the following:

- a) Names and addresses of two (2) or three (3) airport concession programs or shopping centers managed and operated by the Proposer in the prior five years. Specifically, identify any locations which are or were controlled by the proposed on-site manager. Please specify the single project/development you are using to meet the minimum qualifications among the programs or centers you list. Your responses need not be in tabular format but should follow a logical flow.

Facility Name	Facility Location
IATA Code (if applicable)	Number of Food Service/Number of Retail facilities operated by Proposer
Annual gross sales from all operations under your management (2018, 2019 and 2020)	Gross yearly sales from self-operated concessions only (2018, 2019 and 2020)
Explain the rent structure (how rent is calculated)	Annual rent paid to owner/landlord (2018, 2019 and 2020)

- b) Please provide the following for all facilities listed above, providing the information for the program you are using to meet your qualifications first.
- c) Provide a listing of all subtenants and the name of the store(s) they are operating, as well as the brands of all self-operated stores or restaurants, only if those brands or subtenants will be part of your concession plan for GRR.
- d) Provide information on one (1) highlight of a particularly successful locations with either, (1) very high sales, (2) a substantial turnaround from a poorly performing location to a highly successful one (and what you did to bring about that turnaround), or (3) a location where you carried out a significant marketing effort targeted either to a single location, multiple locations, or the entire concession program under your control/management. This is your opportunity to show off your successes.
- e) Provide a brief corporate history and a timeline highlighting corporate growth/acquisitions only if relevant to the corporate strength or experience

needed for this concession program—to allow you to meet minimum requirements.

- f) Provide an example of no less than **one (1)** marketing program with samples of advertisements, plans, photos, etc. This program should be different from the one you might have provided for Item d) on the previous page. Include a tabular list of other airports in which you operate and briefly explain any unique marketing efforts you have undertaken for that concession program.
- g) Provide at least one (1) example of a quality management program you have utilized. This shall include descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or similar programs.
- h) Provide sales and rent paid by unit by month for 2018, 2019, 2020, and 2021 for all developments identified in (a). If you usually do not calculate a per-unit rent, please estimate the amount paid based on your rent specifications.
- i) Provide information regarding your ACDBE race-conscious and race-neutral goals (as applicable) and attainment. If you were assigned a local goal (LBE, MBE, WBE, DBE, SBE, DVBE, etc., collectively “BE Firms”) for Construction Services or Other Services (related to construction), provide detail on the goals and your attainment thereof. If you utilized any special efforts or events to attract ACDBE or other BE Firms, so note. For how many ACDBE or BE Firms is this their first contract with their designation (both first time with you and their first time utilizing their designation) and share how you found them to partner with you.
- j) Please provide any other information from your experience that supports Proposer’s management experience regarding the Proposal.

The Proposer should also provide details on the relevant experience of its proposed on-site manager by providing their resume. If no one has yet been identified for this position to date, please summarize the background and qualifications you seek.

This Item 3 should be no longer than twenty (20) pages, not including appendices or exhibits.

#### **Item 4 - Store Concepts Vision**

##### **4.1. Proposer Vision for the Development**

This section provides the opportunity for the Proposer to describe its overall vision for the package and how it will meet the Airport’s strategic goal of exceeding customer expectations related to concession offerings and the guest experience. The Concept Narrative is important. It does not require or involve visuals of any sort, but the reasons behind why you chose different brands or operators may be a substantive point of

differentiation between your Proposal and others. Discussion points in this section could include:

1. The rationale and justification for recommending the proposed brands/concept(s) and how the brands/concept(s) fit into and enhance the overall concession program, appeal to the traveling public and their expectations for an outstanding experience and improve revenues by maximizing sales. This backup information is particularly important for any proprietary brands or brands with which you have an exclusive agreement.
2. If Proposer wishes to suggest alternatives to the Authority's suggested concept categories for any locations, please provide information supporting your recommendation. Note, however, that the Proposer may not change units identified as retail to food and beverage or vice versa. Further, the Authority is under no obligation to accept the requested change, and if it doesn't, Proposer will need to suggest an alternative or take the Authority's recommendations. However, you are not advised to permit a disagreement over a single location to undercut your ability to reach a contractual Agreement. If no agreement can be reached within a reasonable amount of time (as determined by the Authority), the Authority reserves the right to withdraw the tentative award and to commence negotiations with its second-ranked Proposer.
3. For your planned program, whether you choose to follow the plans laid out in this RFP or if you intend on recommending changes, provide **at least** one of the following two options.
  - a) Multiple photographs of existing examples of this concept in formats like those you propose at GRR (so, if you were to present Alan's Steakhouse as a counter-service unit, provide pictures of other Alan's Steakhouses that are operating as counter-service units). These photographs a level of expectation for the quality of the GRR development.
  - b) Provide one or more exterior elevations of each location, showing everything that a customer could reasonably expect to view when looking at the unit. These drawings will equate to a 360-degree view the concession unit if customers can walk in a full circle around the unit to a somewhat less than 180-degree view for units against a wall so that customers are only exposed to the front of the unit. These drawings are not your final design drawings. Instead, they will provide the selection committee and the future contract managers with a level of expectation for the quality of the GRR development.

In addition to providing the above information, in either case, please also provide drawings or photographs explaining the expected internal layout of the unit, showing passenger flows, where the kitchen is located (if it is not the entire interior), seating, etc. We do not require a kitchen layout, although one

is welcome. These drawings can be legible and reasonable sketches of what your firm's interior designers expect will be built if it is expedient to provide these.

This section does not require drawings if you can provide photographs of the concepts. If pictures are unavailable, the Authority does not require an entire architectural section, with narratives on the selection of materials, etc. Paint a word picture of how the location will look, along with a simple drawing of how the unit you described will fit in the physical space provided. An external architect will almost assuredly not be necessary to complete this, although your choice of drawer/designer is, of course, up to you. Internal layouts may be hand-drawn sketches showing planned locations for important features (bar, counters, tables, cash wrap, displays, etc.) You may also use drawings from previous submittals to other potential business partners, noting where (if at all) you expect differences might occur

4. The Authority does not favor the use of proprietary brands, and to the greatest extent possible, except for convenience locations, prefers brands that are either local, regional, or national of nature. Therefore, you must justify using any proprietary concepts, except for convenience locations, which shall be subject to the Authority's approval. The types of units and brands proposed will impact the evaluation of your Proposal.
5. Highlight the proposed technology to be used within your recommended program to increase sales and improve the guest experience. Uses of technology may either be front-of-house (self-check or remote ordering, for example) or back-of-house (automated inventory management system, maintenance management system, etc.). Specify what technology will be implemented with the opening of the program.
6. Spaces will be turned over to the successful Proposer approximately as shown in Table 0-1. Due to the stop and start recovery from the pandemic that the aviation industry is experiencing, the Authority will permit proposers to recommend a more phased opening for the concessions. If an alternative schedule is proposed, please also comment on the following:
  - Will you build out the spaces but not open them immediately, or wait to build them out until you believe they are needed?
  - If you build out the spaces that you do not intend to open immediately with the initial build-out, please provide sketch drawings of the exteriors and the colors/design/messages you will offer to the public.
  - If you do not build out the spaces immediately, what do you propose to do in each one. In some cases, the second highest/best use might be extra seating, while another may be a good location for you to set up a marketing area



- Please provide a proposed schedule for the openings of each unit. The schedule can be based on dates, enplanements, sales levels at similar, adjacent (or close by) concessions, etc.

Through this section, we offer potential operators the opportunity to change the phasing of the opening of concession units based on their perception of enplanement growth, etc. If you do not wish to change the proposed phasing, please respond to this section with <NO CHANGE>. If you suggest changes to the schedule, the remaining information provides important points of potential differentiation between proposals.

#### 4.2. Merchandise Information

For each unit, Proposers are directed to submit information regarding **EITHER** the expected top 10 items sold in that location, based on projected sales in dollars, **OR** the top 10 items sold in that location based on the projected quantity of the item sold. It is not necessary to provide both types of information for each store. You may mix and match, reporting, for example, the top 10 items based on dollars of sales in Store A, C, D, and F, and the top 10 items based on quantity sold in Stores, B, E, and G. The merchandise lists/menus supplied for these ten (10) items only must include product types and brand names, size, if applicable, and price or expected quantity that will be sold, as appropriate. Please note that all prices must adhere to the Airport's pricing policy as stated in Section 8.2 of the Agreement.

This Item 4 should be no longer than twenty-five (25) pages, not including appendices or exhibits, if any.

#### Item 5 - Management and Operations Plan

Proposers are asked to submit information to allow the Authority to evaluate how the Selected Proposer will achieve the goal of providing a high-quality "customer-centric" operation. Please note that your proposal will be included in the Agreement for the concession. Therefore, if you offer something in your submission and fail to deliver on that commitment, it may be considered an event of default. At a minimum, please include:

##### 5.1 Staffing Plan

- a) Discuss how you would staff and manage your concession units and the staff involved in managing sublessees if any are planned. Also, detail any staff involved in the management of the entire program.
- b) Provide brief descriptions of the roles and responsibilities of each staff position at GRR.
- c) Provide information regarding your proposed starting wage rates (or range) by job function, including any shift differential you might offer.

- d) Provide information about benefits offered to employees at GRR. If they are only provided to certain levels of employees or job classifications, so specify.
- e) If you are proposing as a joint venture, since the employees completing the work of your JV Partner must be the partner's employees, provide any information regarding salary, wages, benefits, etc., as they may be different from those noted previously for your employees. Similarly, describe any difference in employee benefits between employees of your firm, the joint venture, and the employees of your joint venture partner working at GRR.
- f) On occasion, GRR will experience unplanned operations due to flight delays/diversions, weather incidents, or other reasons beyond the airports' control. It is crucial that our airport not appear closed to passengers who are already upset and possibly tired and hungry, and who almost definitely cannot leave the secure area. Therefore, at the request of the Authority, some or all your concession units may be required to remain open past their standard closing time. While the Authority will make every effort to inform you as early as possible of extensive delays or diversions, the Authority may also have little warning. Addressing these irregular operations is a crucial aspect of your operations plan. Explain your tactics to ensure that at least some of your location(s) remain open and staffed with both the hourly and management employees necessary to provide reasonable levels of customer service. Describe any plans you might implement to ensure adequate product levels are available when it may be difficult for supplies to make it to the Airport. It is not necessary that you operate every unit in the event of irregular operations. Still, customers must be offered various hot and cold food and beverages, served by friendly and understanding staff.

## 5.2 Facility Maintenance, Sanitation, and Operations Plan

- a) Specify your policy for maintenance and repairs and replacing equipment, displays, fixtures, and flooring in concession units, marché seating, and back-of-house areas. The Successful Proposer will be responsible for the marché common area maintenance. Please provide your plan for regular and deep cleaning, trash removal from public areas, pest control, equipment/display/fixture inspection schedule, and policy (who does it, how often, etc.). This plan should include the cleaning of grease traps, vents, fryers, and other equipment. A plan for pest management should also be provided.
- b) Provide detailed store sanitation plans and your plan for sanitary maintenance of Common Areas under your control.
- c) Provide details of your maintenance monitoring program to ensure that stores remain in a "First-Class Manner" during the term of the Agreement. Provide a daily maintenance plan for a typical food service unit and a typical retail unit

- d) Specify your deep cleaning plan and schedule.
- e) Specify your pest control plan, including responsibilities for both self-operated and Sublessee-operated units, as well as Common Areas.

### 5.3 Property Management Plan

Describe your approach to getting the most and best from your store managers. This section is also applicable to subtenants if you have any. This section should include:

1. Explain how you will evaluate each unit's productivity,
2. Provide a brief description of how you will assist store managers who are not achieving sales goals,
3. Explain the steps you will take to identify, improve, upgrade, or replace underperforming units.
4. Describe how you will ensure that store managers are operating their stores within the rules of the concession contract.
5. Provide information on any sales and/or customer service training programs you will implement. Include details of the content (or a syllabus) and the frequency.
  - How will you test the results of your training program to ensure that it is having the desired impacts? What will you do if your training program is not improving on the level of customer service?
6. Briefly describe recruiting techniques and sources of management and non-management labor.
7. **OPTIONAL** Briefly describe any motivation programs or incentives Proposer would use to keep its employees, particularly in these times of labor shortages. Note that a strong program or good incentives may be a point of differentiation among proposers.

This is an appropriate section to explain your understanding of differences you might expect between on- and off- Airport operations if your expertise has been in shopping centers rather than transportation hubs.

### 5.4 Sales Reporting Requirements

If you have a preferred format for monthly sales reporting forms to report sales to the Authority, please provide a copy for Authority consideration. Based upon submittals and other factors, the Authority will provide the monthly reporting forms to the selected

Proposer prior to the initiation of reporting requirements. If you do not wish to submit a report format, please state N/A for this section.

#### 5.5 Draft Lease Review

The Draft Lease (Exhibit A) will be available by no later than December 13, 2021. It will be available on the Authority's website, as well as directly from the Designated Purchasing Officer Contact, as shown on the cover of this RFP. Please obtain this Exhibit A at your earliest convenience. The Authority requires that, in your response, you indicate all passages or clauses that you wish to negotiate should your firm be chosen. Stating that you want to negotiate a clause or clauses does not, in and of itself, disqualify your firm from further consideration. However, the total of objections may be considered in determining the likelihood of reaching a timely agreement. Although you may do so, there is no requirement to state your position on the clause or passage you consider objectionable. The Authority will not negotiate any clauses or passages that are not indicated in Proposer's response to this RFP. The Authority is under no obligation to negotiate a clause just because it is identified as objectionable by the Proposer. If there is no response to this section, and the Proposer is selected, then the Authority will tender the Contract as shown in Exhibit A, and the Selected Proposer will be expected to sign it without change. If the first Selected Proposer refuses to sign the contract or demand negotiations, the contract may be offered to the next company in line. In that instance, the original Selected Proposer may be subject to forfeiture of its bid bond.

Please note that completing this section is imperative to keep to the very tight construction schedule. Please limit your response to this Item 5 to no more than fifty (50) pages, not including appendices and exhibits.

#### Item 6 - Customer Service, Marketing and Promotions Plan

Proposer shall submit information regarding its proposed customer service, marketing, and promotional plans. Provide sufficient detail so that the Authority can see that the program will be effectively promoted, and airport customers will be well-served. Explain why you believe that your program is superior to other potential Proposers.

1. Specifically address any plans you might propose for seasonal promotions.
2. Discuss your customer complaint/comment response policies. Each complaint should be accompanied by an explanation of how you are responding. If the complaint identifies a systemic problem, what is your plan to correct the issue?

Describe how you will support travelers with unique needs, such as families with small children, senior citizens, and people with disabilities, in order to ensure that all passengers have equal access to all of Terminal A's shopping and dining options.

Please limit your response to Item 6 to no more than thirty (30) pages, not including appendices and exhibits.

### **Item 7 - References**

Using Form 10, attached to this RFP, the Proposer should provide information for four (4) business and financial references that the Authority may contact to obtain information related to its business operations during the past three years. Also, include a brief explanation of the nature of the relationship between Proposer and the referenced company. Your list must contain at least one (1) financial reference, familiar with your current financial position. Please note that the Authority intends to contact these references, so they should be prepared to provide an honest assessment of the Proposer and, to the extent that it does not violate any type of confidentiality agreement, answer other questions freely. Please inform these reference firms that they will be contacted, and that they should feel free to discuss any issues openly. Further note that the Authority reserves the right to contact any other firm, business, or airport known to have a relationship with the Proposer for additional references. References may also examine past performance at GRR.

In addition, in two pages or less, provide your own reference for your firm. Describe why your firm is uniquely qualified to serve as a concession operator at GRR. Explain how your firm excels compared to others who might be submitting an offer. Display your past successes and why your plans will be the most successful. We invite you to show off.

### **Item 8 - Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**

The Authority has adopted an Airport Concession Disadvantaged Business Enterprises (ACDBE) Program to increase contracting and procurement opportunities for ACDBEs at GRR. It is recommended that the Proposer review and become familiar with the Gerald R. Ford International Airport ACDBE Policy before submitting a proposal. See ACDBE Policy at Section 1.17.

The Agreement which may be awarded according to this Request for Proposals will be considered a "concession contract," and the Successful Proposer, if any, will be considered a "Grantee" under the United States Code of Federal Regulations Title 49 Part 23.

The Authority encourages all Proposers to pursue obtaining proposals and commitments from ACDBEs actively. Each Proposer shall submit, with its' bid, its ACDBE commitment(s) by completing Form 5 and obtaining Letters of Commitment from each ACDBE participant in your submittal using Form 6. The information on Forms 5 and 6 is used by the Authority to help determine the responsiveness and responsibility of the Proposer. Forms 5 and 6 will be incorporated by reference into the ensuing Agreement, as will the entire successful

proposal. **The Gerald R. Ford International Airport Authority has established an ACDBE goal of (9.09%) participation for this concession Agreement.**

ACDBE participation under this food, beverage, and retail concession may be obtained in various business practices as prescribed in 49 CFR Part 23. Proposers must make a good faith effort to meet their ACDBE goal by exploring all options available to meet the goal to the maximum extent possible. For purposes of quantifying an ACDBE participant's participation, the Authority will include the following:

1. You count only ACDBE participation when a certified business performs a commercially useful function with its own employees. For purposes of this part, the term commercially useful function has the same meaning as in §26.55(c), except that the requirements of §26.55(c)(3) do not apply to concessions.
2. If the ACDBE is the sole operator of one or more locations, count the total dollar value of gross receipts an ACDBE earns under a concession Agreement and the total dollar value of a management contract or subcontract with an ACDBE toward the goal. If the ACDBE enters a sub concession or subcontract Agreement with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.
3. When an ACDBE is a sub-concessionaire or subcontractor for a non-ACDBE, count only the portion of the gross receipts earned by the ACDBE under its sub agreement.
4. When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the concession work that the ACDBE performs with its own forces toward ACDBE goals.
5. Count the entire amount of fees or commissions charged by an ACDBE firm for a bona fide service completed with the firm's own employees. The Authority will determine this amount to be reasonable and not excessive compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
6. Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. For purposes of this part, the term manufacturer has the same meaning as in part 26, § 26.55(e)(1)(ii).
7. Count 100 percent of the cost of goods purchased or leased from an ACDBE regular dealer. For purposes of this part, the term "regular dealer" has the same meaning as in part 26, § 26.55(e)(2)(ii).

8. Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
  - a) Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
  - b) Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive compared to fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.
9. If a firm has not been certified as an ACDBE when it performs a service or delivers merchandise, in accordance with the standards in this part, do not count that firm's participation toward ACDBE goals.
10. Do not count costs incurred in the renovation, repair, or construction of a concession facility (sometimes referred to as the "build-out").

A Proposer may not require an ACDBE to propose with it exclusively. Also, the selected Proposer cannot charge fees to any ACDBE for the privilege of being a part of the Proposer's Proposal or team. The Grantee must provide the Authority executed copies of Agreements with any ACDBE participant engaged under the completed Agreement before the ACDBE will be permitted to obtain security badges to perform its contracted duties.

The factors set forth above are merely illustrative. The Authority may require the submission of additional information on other actions of a Proposer to meet the stated ACDBE participation goal. A Proposer may also submit to the Authority other information on efforts to meet the stated ACDBE participation goal that such Proposer deems relevant.

**ACDBE FORMS** - Completed ACDBE *Utilization Statement* and *Letter of Commitment(s)* must be submitted with your proposal. Each ACDBE firm proposed as a part of your concession program must complete a Letter(s) of Commitment.

#### **Item 9 - Conflict of Interest/Business Ethics**

Proposers shall disclose any circumstance where the conduct of the Proposer has been investigated in the past three (3) years, is currently being studied, or is aware that an investigation is forthcoming by any airport, legal or administrative body. Said disclosure shall include, at a minimum, the investigating body, the purpose of the investigation, facts in evidence, and at least one contact person, including name, position, telephone number, and email address. If your firm is not being investigated, this fact should be stated. A failure to disclose such an investigation in your proposal is a material misstatement and may

subject the Proposer to disqualification. Additionally, if Proposer is awarded a contract, and it is later found that said company failed to disclose an investigation that should have been disclosed, regardless of the outcome of the investigation, the contract from this solicitation shall be subject to cancellation, with no reimbursement for unamortized investments.

Potential conflicts of interest will be considered in evaluating responses to this Request for Proposals. If no conflicts exist, this fact should be stated. A failure to disclose any such potential conflict of interest may, upon discovery, subject the resultant contract to immediate cancelation with no reimbursement for any investments.

#### **Item 10 - Required Forms/Certifications/Licenses**

Proposer shall provide the following forms as part of their Technical Proposal:

- Current Certificate of Insurance (demonstrating Proposers' ability to procure insurance to the levels required as stated in Section 7 herein)
- Current State of Michigan License/Certification (if available, but must be submitted before contract signature)
- Proposers Certification (includes acknowledgment of Receipt of Each Addenda) (Form 1)
- Lobbying Affidavit (Form 3)
- ACDBE Utilization Statement (Form 4)
- Letter of Commitment (Form 5)
- Form of Bid Bond (Form 6)
- Business References (Form 10)

The following forms shall be submitted as part of the **Financial Proposal**, submitted in a separate envelope from that which contains the Technical Proposal. A failure to follow the submittal instructions will lead to disqualification of the Proposers' submittal.

- Financial Proposal (Form 2)
- Sales and Revenue Projections (Form 7)
- Project Capital Cost Analysis (Form 8)
- Pro Forma Statement (Form 9)



### Item 11 - Financial Proposal

- Along with its Technical Proposal, the Proposer shall provide, in a separately sealed envelope, marked as specified in Section 1 of this RFP, the following:
  - One (1) original Financial Proposal including all required forms -- clearly marked 'Original,' bound and labeled with the proposing firm's name and address, with wet signatures, and;
  - Two (2) identical electronic copies of the Financial Proposal in Adobe PDF format and two (2) copies of the completed Microsoft Excel Pro Forma statement, each on a nonreturnable USB flash/travel drive. **DO NOT** password protect or otherwise encrypt the electronic submission. Label each flash/travel drive with the name of Proposer, the submittal date, the RFP #, and 'Financial Proposal.'"

All physical and electronic copies must be identical. If there is a discrepancy between the hard copy original and the electronic submittal, the original hard copy will govern. If there is a difference, and it is determined that the difference was placed purposefully to confuse reviewers or confound the process, the Proposer will be immediately dismissed from consideration for the award of the contract resulting from this RFP. The sealed outer package should be clearly and distinctly marked **"CONCOURSE A RFP #1123: FOOD, BEVERAGE, AND RETAIL CONCESSIONS TECHNICAL AND FINANCIAL PROPOSALS"** with your company's return address also clearly marked on the outside.

The Financial Proposal shall include **Forms 2, 7, 8, and 9** and the information specified in this Item 11. Other forms must be submitted as part of the Technical Proposal.

Proposer must demonstrate financial capability to construct and operate the locations. The Proposer is asked to provide the following financial information for the proposing entity and any joint venture affiliated entities.

#### 11.1 Financial Background

To ensure that the Authority understands the financial capabilities of the Proposer and to accurately compare the Proposals received, the Authority requires the following corporate and financial information for the Proposer.

1. A statement advising whether the Proposer is a sole proprietorship, partnership, corporation, limited liability company, joint venture, or other business entity.
  - If a sole proprietorship, state the individual's name who has been doing business and their experience in managing and operating food service or retail shops at airports or elsewhere.
  - If a partnership, state the full name, address, and other occupation (if any) of every partner; whether they will be participating in the GRR concession program on a full time or part-time basis; whether each partner is a general

- or limited partner; their experience in managing and operating food service or retail programs; and the proportionate share of the business owned by each partner.
- If a joint venture or limited liability company, state the names of the firms and individuals (if any) participating in the joint venture or limited liability company and the principal officers in each firm or names of the members of the limited liability company, including their experience in managing and operating Retail program; and the proportionate share of the business owned by each joint venturer, or the number of shares held by each member of the limited liability company.
  - If a corporation, state the full name and title of each corporate officer and the corporation's experience in managing and operating Retail programs. State of incorporation is to be included.
2. Proposers shall provide, in electronic format **only**, complete financial statements, certified by an independent CPA, including a balance sheet, income statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles (GAAP), for the most recent two (2) complete fiscal years. Footnote disclosures must accompany the financial statements.
- If Proposer intends to organize as a partnership, LLP, or joint venture, then the above-referenced financial information of each general partner, LLP member, or joint-venturer must be submitted. Individuals required to provide financial information must submit the two (2) most recent personal tax returns and a current net worth statement.
  - Owners of small, closely held corporations must submit a personal financial statement current within three months from the submittal date, as well as two (2) years of tax statements.
  - Owners of small, closely held corporations, partnerships, and those proposing as individuals must include a statement about Proposer's willingness and ability to provide a personal guarantee in trade or bank references.
  - If the Proposer is a newly formed entity, and the Authority must rely on the financial capacity of an affiliated company, e.g., Parent Corporation, in determining Proposer's financial ability to perform, the related company must execute a Bid Bond document (which is substantially like Form 6) for the Proposer to be considered for award of the Contract.

### 11.2 Proposed Capital Investment Form

Proposers must provide information on the percentage of equity of any corporations, LLC, partnerships, etc., formed and an estimate of working capital and reserves. Equity shares should be specified. Use Form 8, Project Capital Cost Analysis.

Please also specify the amounts pledged for the initial capital investment. These amounts must not include personal property or expendables (i.e., expenditures or expenses associated with the sales or marketing of the food, beverage, and retail locations or ordinary maintenance expenses). Submit financial plans and indicate the source(s) of funding for space improvements and working capital.

There are no minimum capital investment requirements. You should expend only what is needed to prepare locations that will be durable and productive. These costs may be more or less expensive depending on the quality of the specified finish, raw materials, and labor availability.

### 11.3 Pro Forma

Using the Pro Forma Statement (Form 9), the Proposer must complete and provide both two electronic and two hard copies of the Pro Forma Statement (Exhibit 9) that discloses the Proposer's projected gross sales and expenses for all locations being proposed and operated for three discrete time periods: the first full year of operation, the fifth year of operation, and the tenth year of operation. Enplanement figures are already inserted into the Pro Forma Statement for your convenience. The Pro Forma Statement submitted by your proposal team should be a "roll-up" that combines all shops into a single Pro Forma. The Pro Forma will be evaluated in terms of reasonableness, the viability of the proposed operation, the financial offer, and the Proposer's ability to fund the program's continued operation.

Proposer must identify and explain, in writing, the specific assumptions under which Proposer has developed projections. Detail comparable sales on which the projections were based, including the size and location of all comparables. Proposers must also substantiate assumption variances not recognized as industry standards. Attach information, annotate, and cross-reference the proforma with said information and explain the methods that you utilized to estimate the various expense lines. **Pro Forms lacking this information will be considered non-responsive.**

As part of the submittal of its financial offer, in addition to the paper copies of its Pro Forma, Proposer shall also submit two (2) electronic copies of it, in Excel format, on the same thumb drives which contain the Financial Proposal. A failure to submit this electronic copy of the Pro Forma may result in disqualification from further consideration as a non-responsive proposal. Please do not password protect your submittals. If there is a difference between the paper and electronic versions, the paper copy will govern.

### **Item 12 - Disclosure of Litigation**

Proposer will provide describing any litigation, arbitration, investigations, or any other similar actions that the Proposer and/or any related companies engaged in the business of airport concessions, and/or the principals, the directors, and employees of the same, have been involved in during the last five (5) years relating to Proposer's projects or other business activities. **Personal issues that do not relate to the business of building, operating, or managing one or more concession units in any airport, should not be disclosed.**

Please list (a) name and court case identification number of each case, (b) jurisdiction in which it was filed, and (c) outcome of litigation (e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed), to the extent that this information is disclosable and relevant (i.e., there may not be a court case number for an investigation).

Further, disclose any litigation, arbitration, investigations, labor actions, or any other similar occurrences that the Proposer and/or any related companies engaged in the business of airport concessions, and/or the principals, the directors, and employees of the same, that has occurred during the preceding two (2) years, to the extent they are relevant to the Proposer's and/or participating company's ability to perform on this Contract if it is awarded to the Proposer, and which may result in a negative impact in any manner. Please provide a description of such matter(s) in sufficient detail to allow the Authority to fully determine and evaluate the nature and impact of any of these occurrences. Regarding employees, the information sought relates to any employee filing a suit against Proposer or related companies due to an injury on the job, breach of Contract, violation of civil rights or other such major incident. Disclose no less than the existence, location, and nature of the issue at hand if disclosure is barred. The Authority's attorneys will determine the information needed by the Authority and work with Proposer's attorneys to obtain it with proper respect for privacy and non-disclosure agreements. Personal issues need not be disclosed unless they may materially impact on your Proposal or Proposer's ability to perform.

The Authority will review the reason and timing of the action before it can determine if the Proposer can be considered for this concession opportunity. Failure to provide the litigation information may disqualify your Proposal.

### **END OF SECTION 4**

## Section 5 Evaluation of Proposals

### 5.1 AUTOMATIC DISQUALIFICATION

Proposers shall be disqualified from consideration for award of an Agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- Lobbying the selection committee, the Authority, employees of the Authority, or their consultants, individually or collectively, regarding this Request for Proposals once the RFP has been issued
- Collusion with the intent to defraud or other illegal practices upon the part of any Proposer submitting a proposal
- Not being qualified to be registered to do business in the state of Michigan when submitting a Proposal or not being so registered prior entering into an Agreement with the Authority
- Failure to disclose an investigation (the term "investigation" in this case shall mean any action, research, interviewing, records review, audit, evidence gathering, and the like that you are aware of being undertaken by any client, former client, potential client, plaintiff's attorney, or governmental agency at any level (federal, state, county, city, town, etc.) which results may materially impact Proposer's ability to carry out every promise made within its response to this RFP).
- Failure to disclose a potential or actual conflict of interest
- Failure to provide all required information

### 5.2 RANKING OF PROPOSALS

The Evaluation Committee will determine from the proposals and subsequent investigations, as necessary, the Proposer(s) whose offer best meets the Authority's requirements. The evaluation criteria are found in Table 4-2.

Proposals shall be scored in accordance with the criteria listed herein. In its review, the Staff Evaluation Committee may take some or all the following actions:

1. Review all responses according to the evaluation factors stated herein
2. Request and receive written clarification of a submitted proposal
3. Seek advice from outside consultants or others with expertise in the subject matter of the solicitation, so long as the outside party is not contractually involved with any of the Proposers

4. List Proposers in a recommended order of preference based on scoring for further consideration in oral interviews and presentations
5. Recommend a ranked order of preference of qualified Proposers to the Airport Authority Board

### 5.3 REJECTION OF PROPOSALS

The Authority may reject a Proposer's proposal package for any reason, including, but not limited to:

1. If it shows alterations, erasures, irregularities of any kind, additions not specified in this RFP or Addenda, fails to follow any changes presented in Addenda (if any), or fails to utilize, or changes, in any way, any form supplied by the Authority in this RFP or any Addenda; or
2. If it is conditional or incomplete; or
3. If it fails to comply with any of the requisite conditions, including the requirement that Proposers shall not provide financial information with its Technical Proposals; or
4. If a Proposer is in arrears on payments or is in default of any obligation, including taxes and special assessments owed to the U.S. Internal Revenue Service, the State of Michigan, any of its political subdivisions, or any other jurisdiction in the United States of America.
5. The default of a surety or failure to perform faithfully and diligently any previous contract with the Authority is also grounds to reject a proposal package; or,
6. If Proposer (or any participant therein) is currently debarred by any state, Authority, or political subdivision; or
7. If Proposer (or any participant) has ever had a contract terminated for failure to pay all required fees and amounts due to any airport, or for failure to perform all required duties under any airport contract adequately; or
8. If Proposer (or any participant) has ever received a notice of default for any reason from any airport within the past ten years, whether such default was remedied or not; or
9. If Proposer has ever filed for bankruptcy; or
10. If Proposer has ever terminated a commercial lease before the completion of the lease term (including any agreed-upon extensions) without reason considered acceptable by the Authority; or
11. If Proposer has ever been on a payment plan to pay past due rent or fees; or

12. If Proposer has ever failed to pay all rent or fees due to any entity for more than three (3) consecutive months, whether such rent was eventually paid or not; or
13. The Authority becomes aware of a material misstatement within the proposal.

**END OF SECTION 5**

## Section 6 Negotiation of The Agreement

### 6.1 GENERAL

The Successful Proposer's proposal will serve as the basis for negotiating an Agreement. Upon submission, all proposals become the property of the Authority, which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether the proposal is accepted or not.

### 6.2 NEGOTIATION

Airport staff will make recommendations to the Gerald R. Ford International Airport Authority Board of those Proposers it determines are best qualified to perform services and with which the Authority should enter negotiations if any. Upon approval of the recommendations, the Successful Proposer(s) will be invited to begin negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

The Concession Agreement to be offered will be substantially in the same form presented in Exhibit A to this RFP. There will be a maximum of one 45-day period for negotiations between the Authority and the Proposer to reach a final agreement of the terms of the Concession Agreement.

Thereafter, the Authority reserves the right to cease negotiations and to enter negotiations with another Proposer. Therefore, any issues with the Concessions Agreement should be raised during the question period after issuance of this RFP. If the Proposed fails to reach an agreement with the Authority during the negotiation period, then its proposal bond will be forfeited.

**END OF SECTION 6**



## Section 7 Insurance, Indemnification & Bonds

Work performed under any resulting Agreement made according to this Request for Proposals cannot commence until all insurance coverage indicated herein has been obtained. The cost for insurance coverage is the sole responsibility of the Successful Proposer. The Successful Proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the Proposer. All insurance limits may be re-evaluated and revised by the Authority at any time during the term of the Agreement. Specific provisions concerning bonding, insurance, limits and requirements, and indemnity are outlined in the Agreement.

The Proposer shall purchase and maintain, at its sole expense and if it is providing services to the Gerald R. Ford International Airport Authority, the following insurance coverage:

- 1) Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the Department as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits: \$2,000,000

- 2) Motor Vehicle Liability – Including Michigan No-Fault coverage -covering owned, hired, and non-owned automobiles.

Minimum Limits:

- No-fault coverages – statutory
- \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- 3) Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the Authority of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee
- \$500,000 disease – policy limit

Insurance coverage shall cover all claims against the Authority, their officials, and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

#### **Additional Insured**

Gerald R. Ford International Airport Authority shall be named an additional insured on all policies except for workers' compensation.

#### **Waiver of Subrogation**

Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the Successful Proposer and its insurers in favor of the Authority on all policies, including general liability, auto liability, and the workers' compensation policy, as well as any umbrella or excess policy coverage.

#### **Certificate of Insurance**

Before the execution of an Agreement, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the Agreement remains in effect, Successful Proposer shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Gerald R. Ford International Airport Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein should be submitted with the Proposal. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Michigan.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the Authority is also required.

#### **Policy on Request**

In addition, when requested in writing by the Authority, the Successful Proposer will provide the Authority with a certified copy of all applicable insurance policies.

### **Change in Coverage**

The Successful Proposer is required to provide a minimum of thirty (30) days written notice to the Authority's Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage called for herein. If the Successful Proposer fails to carry the required insurance set forth herein or fails to arrange for notification of the Authority's Risk Manager, the Authority may terminate any Agreement it has with the Successful Proposer.

### **Subcontractor's requirement**

The Successful Proposer must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

### **Sovereign Immunity**

The Successful Proposer understands and agrees that when the Authority enters an Agreement with any Proposer, it does not waive its sovereign immunity. Nothing herein shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity or any other statutes. The Authority expressly reserves these rights to the fullest extent allowed by law.

### **Indemnification, General Liability & Patent or Copyright**

The Successful Proposer shall indemnify, hold harmless, and defend Authority and their respective Boards of Commissioners, their agents, and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Successful Proposer, or anyone performing any act required of the Consultant in connection with the performance of any contract awarded under this Request for Proposals.

These obligations shall survive acceptance of any goods or performance of services and payment, therefore by the Gerald R. Ford International Airport Authority.

The following Bonds or Performance and Payment Guarantees are required if checked:

- ☒ Bid Bond. If checked a bid bond for twenty-five thousand dollars (\$25,000), shall have been provided to the Proposal Manager before submitting the sealed response and shall include the project name.
- ☒ If checked, instead of the bid bond, Proposer may file an alternative form of security for twenty-five thousand dollars (\$25,000). Such alternative form of security may be in the form of a money order, a certified check, cashier's check, or an irrevocable letter of credit issued to the Gerald R. Ford International Airport Authority.
- ☒ Payment and Performance Bond. If checked a performance and payment bond in the amount of sixty-five percent (65%) of the annual Minimum Annual Guarantee shall be presented by the Successful Proposer within five (5) days of issuance of notice of intent to award. The amount of this bond may be reduced over time by the Authority should the Selected Proposer evidence a history of on-time payment of all monies due, timely submission of all reports, and if the Selected Proposer generally works with the Authority to avoid problems when possible, and to solve them quickly when they occur.

**END OF SECTION 7**

Section 8   Required Submittal Forms

**Form 1: Proposer's Certification**

I have carefully examined this Request for Proposals (RFP), which includes scope, requirements for submission, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

Addendum #

Addendum #

\_\_\_\_\_

Addendum #

Addendum #

\_\_\_\_\_

Addendum #

Addendum #

\_\_\_\_\_

I hereby propose to provide the services requested in this Request for Proposal. I agree that the Authority terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the RFP and agree to abide by all conditions of this document.

I certify that all information in my response is truthful to the best of my knowledge and belief. I further warrant that I am duly authorized to submit this RFP on behalf of the Proposer as its agent and that the Proposer is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting an RFP for the same product or service. I further certify that no officer, employee, or agent of the Authority or any other company that was involved in preparing said RFP or Agreement had been involved in any way with the preparation of this Proposal, including advising regarding any aspect of concession program planning or execution. I hereby affirm that neither I nor any person employed with the Proposer nor as a consultant or advisor to the Proposer has received any information from any person involved in the

drafting, preparation, or approval of this RFP during this solicitation process. I certify that the Authority has made no representations regarding the potential profitability of this operation at the Airport. There are multiple types of risk inherent in starting a new business, or taking over an existing one, and the Proposer understands that all of this risk will be upon their operation. Finally, the undersigned executed this Proposer's Certification with complete knowledge and understanding of the contained matters and was duly authorized to do so.

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	AUTHORITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	EMAIL ADDRESS

**Form 2: Official Bid Form**

**BID NO. RFP #1123**

**PROPOSER'S NAME: \_\_\_\_\_**

Purchasing Office

Gerald R. Ford International Airport

5500 44<sup>th</sup> St. SE

Grand Rapids, MI 49512

Ladies/Gentlemen:

Pursuant to this Request for Proposals for the right and privilege of operating **NON-EXCLUSIVE FOOD, BEVERAGE, AND RETAIL CONCESSIONS** AT GERALD R. FORD INTERNATIONAL AIRPORT, the undersigned hereby submits its proposal for the operation of such concession and lease based on and subject to the terms, provisions and conditions contained herein, the documents and Agreements related or attached to it, and the written commitments of the undersigned attached hereto, all of which the undersigned has read documents and to which the undersigned agrees.

Based upon the terms, provisions, and conditions of said documents, Agreements, and commitments, the undersigned hereby agrees, for the right and privilege of operating an on-airport non-exclusive food, beverage, and retail concessions at Gerald R. Ford International Airport ("Airport"), in addition to paying the other fees and charges outlined in the form of the Gerald R. Ford International Airport Authority ("Authority") Concession Lease and Operating Agreement ("Agreement") attached as Exhibit A to this Request for Proposals, to pay to the Authority, the greater of its percentage of Gross Revenues (as defined in the Agreement), or the following Minimum Annual Guarantee for the first full year of the Operating Period of the Agreement (as herein defined), which Minimum Annual Guarantee for the first full operating year of the Agreement shall be:

**First Full Operating Year Minimum Annual Guarantee (est. 2024): \$\_\_\_\_\_**

**\$\_\_\_\_\_**

**(written in words)**

Should the undersigned become the successful Proposer and be awarded an Agreement at the Airport, the undersigned agrees to execute the Authority's Agreement within the



stipulated (5) days from the completion of Agreement negotiations, if any. Along with the executed Agreement, the undersigned commits to providing a Payment and Performance Bond in the amount of sixty-five percent (65%) of the first year's Minimum Annual Guarantee, as described further herein and in the Agreement.

Before the Proposal's due date, Proposer shall deliver either a cashier's check, certified check, treasurer's check, or a bid bond in the amount of \$25,000.00 payable to the Gerald R. Ford International Airport Authority. This check or bond shall be delivered to the Proposal Manager at the address found on page 3 of this RFP. This amount shall serve as liquidated damages if the undersigned is a successful Proposer and fails to execute the Agreement or otherwise fails to comply with the requirements as set forth herein within five (5) days from receiving written notice of the award from the Authority. The form of this Bid Bond may be found as Form 7 below. The bid bond will also serve as reimbursement to the Authority in the event proposer files a protest relating to this solicitation and the subsequent award, and the protestor does not prevail.

It is understood, agreed, and acknowledged that the Authority reserves the right to reject all proposals and to waive any informalities, technicalities, and irregularities in the proposals received to the extent permitted by applicable law, and to accept any proposal, which in its sole discretion, is in the best interest of the Airport, if permitted by applicable law, or to re-advertise for bids.



Respectfully submitted,

PROPOSER’S NAME

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_

**Form 3: Lobbying Affidavit**

State  
of:

---

County  
of:

---

\_\_\_\_\_,  
being first duly sworn deposes and says that they are the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (Proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposal from the Gerald R. Ford International Airport Authority Board, or employees of the Gerald R. Ford International Airport Authority, individually or collectively, regarding this Request for Proposal. The prospective Proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20.

\_\_\_\_\_  
AFFIANT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ (name of person, officer or agent, title of officer or agent), of \_\_\_\_\_ (Corporation or partnership, if applicable), a \_\_\_\_\_ (State of incorporation or partnership, if applicable), on behalf of the \_\_\_\_\_ (Corporation or partnership, if applicable). They are personally known to me or produced \_\_\_\_\_ as identification.



\_\_\_\_\_  
Signature of person taking the acknowledgment

\_\_\_\_\_  
Name typed, printed, or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial or Commission No.)

**NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS  
AND, IN THE CASE OF A JOINT VENTURE, FROM EACH MEMBER**

### **Form 4: ACDBE Utilization Statement**

#### **Airport Concession Disadvantaged Business Enterprise (ACDBE)**

By completing this form, you should identify and document whether your firm will meet the Authority's ACDBE participation goal for this contract (**9.09%**), and if not, your firm should identify and document your firm's good faith efforts to meet the goal, as set forth in Section 1.17 of RFP 1123.

This section should include the following information:

- a. The name of any ACDBE firm(s) or ACDBE suppliers of goods or services that will participate in this contract;
- b. A description of the work that each ACDBE will perform or the goods each ACDBE will supply; and
- c. The anticipated participation percentage by each ACDBE firm(s) or ACDBE supplier of goods and services that will participate in the concession.

#### **CERTIFIED ACDBE LIST**

	ACDBE Firm Name(s)	Participation Type	Percent of Participation
1.			%
2.			%
3.			%

The undersigned Proposer has satisfied the ACDBE requirements of the RFP specifications in the following manner. (Please mark appropriate box)

- ☐ The Proposer is committed to a minimum of 9.09% ACDBE utilization on this contract.
- ☐ The Proposer, while unable to meet the ACDBE goal of 9.09%, hereby commits to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submits documentation, as an attachment(s) demonstrating good faith efforts (GFE).

Total Estimated ACDBE Participation \_\_\_\_\_%

The undersigned hereby further assures that the information included herein is true and correct, and that the ACDBE firm(s) listed herein, have agreed to perform a commercially useful function as described in 49 CFR Part 23.55(a) in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Authority.



---

Proposer Firm Name

---

Authorized Signature

---

Date

**Form 5: Letter of Commitment**

Airport Concession Disadvantaged Business Enterprise (ACDBE)

**(Please duplicate this page and submit one copy for each  
proposed ACDBE firm involved in your proposal)**

**PROPOSER:**

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

RFP Name: Concourse A Food, Beverage and Retail Concessions  
for Gerald R. Ford International AirportRFP # 1123**ACDBE Firm:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACDBE Contact Person:**

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

Phone: (\_\_\_\_\_) \_\_\_\_\_

Work Type/Participation to be performed by ACDBE Firm	ACDBE Certifying Agency (as appears on DBE/ACDBE Directory)	Total Value of Participation (% of gross receipts) or (\$ Expenditures)

The Proposer is committed to utilizing the above-named ACDBE firm for the work described above.

**Affirmation:**

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

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

Print Name of ACDBE Firm's

Title

Authorized Representative

\_\_\_\_\_

Signature of above ACDBE Firm's Representative

Date

In the event the Proposer does not receive award of the contract, all representations in this Letter of Commitment and Affirmation shall be null and void.



**Form 6: Bid Bond**SOLICITATION NUMBER RFP #1123**BID  
BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as

(BIDDER'S NAME)

Principal, and \_\_\_\_\_ a Corporation licensed to do business under the laws of the

(SURETY'S NAME)

State of Michigan as a Surety are held and firmly bound unto GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY (Obligee), in the SUM OF twenty-five thousand dollars (\$25,000.00) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, said Principal is herewith submitting a bid for:

**RFP #1123 CONCOURSE A FOOD, BEVERAGE, AND RETAIL CONCESSIONS FOR GERALD R. FORD INTERNATIONAL AIRPORT**

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written Contract, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the GERALD R. FORD INTERNATIONAL AIRPORT as well as other insurance as may be required to the Authority within five (5) business days after the written Notice of Award date, or within such extended period as the Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Authority in money the entire value of this Bid Bond to Obligee as liquidated damages for the costs that will be incurred by Obligee to obtain a substitute Principal. For purposes of unsuccessful bid protests filed by any Principal which was not awarded a Contract, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon

finding from the Gerald R. Ford International Airport Board for Gerald R. Ford International Airport Authority that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: (SEAL)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(By)

Witness as to Surety: (SEAL)

\_\_\_\_\_  
(Surety's name)

\_\_\_\_\_  
(By-As Attorney in Fact, Surety)

**Affix Corporate Seals and attach proper Power of Attorney for Surety.**

## **Form 7: Sales and Revenue Projections**

### **Gerald R. Ford International Airport**

Proposers shall provide a good faith estimate of the expected annual gross revenues (sales) per unit and rent revenue to the Authority to be derived from the proposed operations of each unit. Proposers must clearly state the major assumptions used in developing the sales forecasts. The sum of these sales and revenue to the airport should match those set forth in the pro forma in Form 8.

Gross Revenues (sales) shall include all the types of revenue which appear in the definition of Gross Revenues in the Agreement.

Include all operating units. Be sure to calculate column totals. Projected annual gross revenues (sales) should be shown for your first full year of operations which is projected to be 2025. All sales and rents are to be in United States dollars.

Proposers shall also be required to submit a Microsoft Excel version of these Sales and Revenue Projection utilizing the form provided by the Authority. If there is a conflict between the version labeled "Original" and the Microsoft Excel version, the "Original" version will control.

Financial Proposals should assume 2025 enplanement forecast of 2,025,000 total enplaned passengers at GRR, with an estimated 66% departing from Concourse A, and the remaining 33% from Concourse B. For the purposes of these documents, assume your market is only the 1,350,000 Concourse A enplanements. Please reference Section 2.3 of the RFP.

## Food and Beverage Units

Unit ID	Concept	Square Feet	Projected Annual Gross Revenues (Sales)	Projected Annual Rent	Rent as a Percentage of Gross Revenues (Sales)
Totals F&B					

Enplanement Assumption for First Full Year of Operation: **1,350,000** Concourse A Enplanements



Retail Units

Unit ID	Concept	Square Feet	Projected Annual Gross Revenues (Sales)	Projected Annual Rent	Rent as a Percentage of Gross Revenues (Sales)
Totals Retail					
Total Food (from above)					
Total Sales					
Enplanement Assumption for First Full Year of Operation: 1,350,000 Concourse A Enplanements					

**Form 8: Project Capital Cost Analysis**

The selected Proposers are required to make a capital investment in the terminal for the fabrication and installation of the food, beverage, and retail concession locations. Please itemize your estimated costs and working capital. If Proposer is a partnership, joint venture, or otherwise, indicate the percentage of equity or borrowings that each partner will provide. Use the following format. Attach additional sheets if necessary, so that each location has its own Project Capital Cost Analysis. Provide financial figures in United States dollars.

Proposers shall also be required to submit a Microsoft Excel or Google Sheets version of this Project Capital Cost Analysis found on the next page. If there is a conflict between the version labeled "Original" and the Microsoft Excel version, the "Original" version will control.

Unit #: \_\_\_\_\_ Concept Name: \_\_\_\_\_

Cost / Funding Category	Value in US Dollars
<b>Terminal Improvements and Furniture, Fixtures, &amp; Equipment</b>	
A. Planning and Development (Architectural and Engineering) Fees (No greater than 15% of B+C)	
B. Leasehold Improvements	
C. Furniture, Fixtures, & Equipment	
D. <b>Total Terminal Improvements (A + B + C)</b>	
<b>Other Capital Costs:</b>	
E. Working Capital	
F. Reserve/Contingency	
G. Other (please specify)	
H. <b>Total Other Capital Costs (E + F + G)</b>	
<b>Total Project Cost:</b>	
I. <b>Total Estimated Project Capital Cost (D + H)</b>	
<b>Sources of Funding:</b>	
J. Debt	
K. Equity	
L. Other (please specify)	
M. <b>Total Funding (J + K + L)</b>	

Values in lines I and M should be identical.

## Form 9: Pro Forma Statement

### Gerald R. Ford International Airport

Proposers are instructed to complete Form 9 for the entire concession program for the first, fifth, and tenth full operational year. Please use US dollars and utilize this form as a roll-up for all units in your proposal. Please use the Microsoft Excel version of this Pro Forma which will calculate sums and percentages automatically. Proposers shall also be submit the Microsoft Excel version of this Pro Forma with their **FINACIAL** proposal. If there is a conflict between the version labeled "Original" and the Microsoft Excel version, the "Original" version will control.

Proposing Entity		[Please Enter Proposing Entity Name in this Box]									
PROJECTED ENPLANEMENTS		1,350,000		1,566,667		1,783,333		4,700,000			
Sales for All Concession Units (Sales by major category, if applicable)		First Full Year		Five Years Out		Last Year of Term		Average			
		(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales		
a) Subcontractor Food										#DIV/0!	
b) Contractor Food (if any)										#DIV/0!	
c) Subcontractor Retail										#DIV/0!	
d) Contractor Retail (if any)										#DIV/0!	
e). Services Sales (by any operator)										#DIV/0!	
<b>Total Concession Sales</b>		\$0		\$0		\$0				#DIV/0!	
Contractor Rent		(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales		
a) Rent from self-operated concessions										#DIV/0!	#DIV/0!
b) Rent from joint ventures including Contractor										#DIV/0!	#DIV/0!
c) Rents from Subcontractors										#DIV/0!	#DIV/0!
d) Non-rent fees paid to Contractor										#DIV/0!	#DIV/0!
e) Total Other Revenue (attach separate page detailing sources and amounts)										#DIV/0!	#DIV/0!
<b>Total Contractor Rent to Airport</b>		\$0		\$0		\$0				#DIV/0!	#DIV/0!



	First Full Year		Five Years Out		Last Year of Term		Average	
	(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales	(\$)	% of Sales
<b>Operating Expenses</b>								
Cost of Goods Sold (Self-Operated Stores Only)							#DIV/0!	#DIV/0!
Delivery Fees (paid to any 3rd party, NOT reimbursed by operators)							#DIV/0!	#DIV/0!
Payroll - Directly Operated Store Staff							#DIV/0!	#DIV/0!
Payroll - Directly Operated Store Mgmt							#DIV/0!	#DIV/0!
Payroll - Program Management Staff							#DIV/0!	#DIV/0!
<b>TOTAL: Employee Payroll</b>	\$0		\$0		\$0		#DIV/0!	#DIV/0!
Payroll Taxes							#DIV/0!	#DIV/0!
Employee Benefits							#DIV/0!	#DIV/0!
<b>Total Payroll and Related Expenses</b>	\$0		\$0		\$0		#DIV/0!	#DIV/0!
Franchise/License/Brand Fees Paid							#DIV/0!	#DIV/0!
Repairs and Maintenance (Self-Operated Stores)							#DIV/0!	#DIV/0!
Repairs and Maintenance (Common Areas)							#DIV/0!	#DIV/0!
Office and storage expenses							#DIV/0!	#DIV/0!
Utilities							#DIV/0!	#DIV/0!
Insurance							#DIV/0!	#DIV/0!
Credit card fees							#DIV/0!	#DIV/0!
Licenses and permits							#DIV/0!	#DIV/0!
Administrative & General							#DIV/0!	#DIV/0!
Pre-Opening Costs							#DIV/0!	#DIV/0!
Marketing Fee							#DIV/0!	#DIV/0!
Other operating expenses:	\$0		\$0		\$0		#DIV/0!	
a) [Insert other opex description]							#DIV/0!	#DIV/0!
b) [Insert other opex description]							#DIV/0!	#DIV/0!
c) [Insert other opex description]							#DIV/0!	#DIV/0!
d) [Insert other opex description]							#DIV/0!	#DIV/0!
e) [Insert other opex description]							#DIV/0!	#DIV/0!
<b>Total Operating Expenses</b>	\$0		\$0		\$0		#DIV/0!	#DIV/0!
<b>EBITDA *</b>	\$0		\$0		\$0		#DIV/0!	
Depreciation & Amortization							#DIV/0!	#DIV/0!
<b>Operating Profit (EBIT)</b>	\$0		\$0		\$0		#DIV/0!	
<b>SALES PER ENPLANEMENT (\$/epax)</b>								
SUBCONTRACTOR FOOD	\$0.00		\$0.00		\$0.00		#DIV/0!	
CONTRACTOR FOOD	\$0.00		\$0.00		\$0.00		#DIV/0!	
SUBCONTRACTOR RETAIL	\$0.00		\$0.00		\$0.00		#DIV/0!	
CONTRACTOR RETAIL	\$0.00		\$0.00		\$0.00		#DIV/0!	
TOTAL FOOD	\$0.00		\$0.00		\$0.00		#DIV/0!	
TOTAL RETAIL	\$0.00		\$0.00		\$0.00		#DIV/0!	
TOTAL SERVICES	\$0.00		\$0.00		\$0.00		#DIV/0!	
TOTAL PROGRAM	\$0.00		\$0.00		\$0.00		#DIV/0!	

\* EBITDA = Earnings before Interest, Taxes, Depreciation and Amortization  
 Enplanement Source: Mid-Scenario Range forecast, InterVISTAS Projection Draft (preliminary) dated Sept-28-21, slide 6

**Form 10: Business References****Gerald R. Ford International Airport**

Provide contact information for no less than four (4) persons/firms (such as airports, collaborators, lenders, vendors) with whom you have conducted business transactions during the past three (3) years. At least one of the references named are to have knowledge of your credit history. References can be for individuals comprising the proposing entity or the proposing entity itself. *Proposer is required to provide references for multiple concession types (e.g., F&B and Retail) Please provide references for each type and indicate on the form for which type the references apply. If bank references are the same, then please indicate that). Do not include any person who is involved in this Proposal as a reference.*

**Business Reference No. 1**

Name:	<hr/>
Title:	<hr/>
Firm:	<hr/>
Address:	<hr/> <hr/>
Telephone:	<hr/>
Fax:	<hr/>
Email Address:	<hr/>
Nature of Relationship	<hr/> <hr/>

Business Reference No. 2

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

Title: \_\_\_\_\_

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

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

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

Fax: \_\_\_\_\_

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

Nature of Relationship \_\_\_\_\_  
\_\_\_\_\_

Business Reference No. 3

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

Title: \_\_\_\_\_

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

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

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

Fax: \_\_\_\_\_

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

Nature of Relationship \_\_\_\_\_  
\_\_\_\_\_

Business Reference No. 4

Name:	<hr/>
Title:	<hr/>
Firm:	<hr/>
Address:	<hr/> <hr/>
Telephone:	<hr/>
Fax:	<hr/>
Email Address:	<hr/>
Nature of Relationship	<hr/> <hr/>