

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
 BISHOP INTERNATIONAL AIRPORT
 FLINT, MICHIGAN
 REQUEST FOR QUALIFICATIONS
 OPERATION OF PUBLIC PARKING FACILITY**

1. SOLICITATION

The Bishop International Airport Authority (“BIAA” or “Authority”), Flint, Michigan is soliciting prospective organizations for the management of the public parking facilities and other related services at Bishop International Airport (“Airport” or “FNT”). The Contract will be for an initial term of three years with the Authority having the option of one three-year extension. The Authority desires that all those submitting proposals possess certain experience and qualifications to ensure the high quality operation of the public parking facilities. In addition to obtaining the highest level of service, experience and expertise available, the Authority seeks to establish a strong, sound, and mutually beneficial relationship with a customer service oriented company.

The following exhibits are included with this Request for Proposals.

Exhibit A Management Agreement

The following appendices are included at the end of this Request for Proposals

Appendix A Proposal Form
 Appendix B Additional Proposal Requirements
 Appendix C Proposal Bond Form
 Appendix D ACDBE Participation Letter of Intent

2. HISTORY AND PUBLIC PARKING FACILITIES OVERVIEW

A. Airport Information

The Airport is currently served by four (4) air carriers (Allegiant, American, Delta, and United). Enplanement information for the last three years and estimation for 2019 is listed in the table below:

Year	Enplanements
2016	398,058
2017	393,261
2018	360,609
2019 (estimated)	350,000

One hundred percent (100%) of enplaning passengers at the Airport are originating and deplaning passengers, which means that their travel begins and ends at the Airport.

B. Parking Facilities

Description	Spaces	Entry Lanes	Exit Lanes
Short-Term	161	2	2
Long-Term	870	2	2
Economy	3,131	2	2
TOTAL	4,162		

The public parking facility at the Airport contains a total of 4,162 available spaces divided into three separate lots as indicated on Exhibit "C" in the draft management services agreement. The short-term parking lot is directly in front of the terminal building and has a capacity of 161 spaces. The short-term lot is equipped with two entrances. The long-term parking lot surrounds the short-term lot on three sides and includes 870 public parking spaces. The long-term lot is also equipped with two entrances. There are two exit boots servicing both the short and long-term lots. There is also a lane for credit card payments.

Directly across the street from the terminal building and the short/long term lots is an economy lot, which contains approximately 3,131 spaces.

C. Parking Rates

The current rates charged to the users of the Public Parking Facilities are set forth below:

Short Term

Per half-hour	\$ 2.00
24-hour maximum	\$ 15.00

Long Term

Per hour or fraction thereof	\$ 2.00
24-hour maximum	\$ 10.00

Economy

Per hour or fraction thereof	\$ 2.00
Flat Daily Rate	\$ 8.00

The foregoing parking rates were last adjusted in November 2018. The Authority maintains the sole discretion to adjust parking rates, based upon its business and operational needs.

D. Toll Plazas and Equipment

The Long Term and Short Term lots exit through one common toll plaza, which currently includes a total of three (2) exit booth lanes and one (1) additional credit card only lane. The Economy lot has its own toll plaza, which includes a total three (3) exit lanes.

Below is a list of equipment, which was last updated in September 2017.

Short Term

- 2 Entry Gates
- 3 Ticket Dispensers
- 3 Prox Card Readers

Long Term

- 2 Entry Gates
- 3 Ticket Dispensers
- 3 Prox Card Readers

Economy Lot

- 1 Cash Register/Validator
- 2 Entry Gates
- 2 Exit Gates
- 1 Express Parc (credit card only)
- 1 Entry Gate for Shuttle Bus
- 1 Exit Gate for Shuttle Bus

Toll Plaza

- 2 Cash Register/Validator
- 3 Exit Gates
- 2 Express Parc (credit card only)
- 1 Crossover Gate (in between short term/long term)
- 3 Prox Card Readers

Office

- Main Computer and Servers

E. Office Facilities

The existing operator has access to office space and a garage located in the economy lot. A restroom and storage space is available for use by the Operator's personnel in a garage and office in the lot. The Operator uses that building for storage of operations related material. The operator will have use of these facilities as needed for operations.

F. Shuttle Operations

The current Operator provides a shuttle operation with 3 shuttles. This service is provided from 4:30 a.m. until after the last flight of the evening. It will be mandatory that all exit booths be staffed appropriately to accommodate the shuttle bus operation.

G. Gross Receipts and Reimbursable Expenses.

Year	Total Gross Receipts
2016	\$4,330,778
2017	\$4,111,414
2018	\$3,915,596

3. SCOPE OF WORK EXPECTED

The Operator will operate and manage the Premises, which consist of the Public Parking Facilities, Employee Parking Facilities, and the Toll Plazas. The Operator shall be required to operate and manage the Parking Facilities twenty-four (24) hours per day, seven (7) days a week, with sufficient personnel to ensure an effective, efficient, courteous and convenient parking operation for visitors to and users of the Airport.

The Operator shall operate each Parking Facility and provide all services that are required under this RFP, its Proposal and the completed Agreement with Authority, including, without limitation, the following:

- Collecting parking fees and charges established by Authority;
- Providing a monthly accounting of all expenses to Authority and providing daily copies of all deposits made to Authority's designated bank account;
- The Operator shall be responsible for and shall abide by all ordinances and laws pertaining to the operation of the Premises and shall obtain all required licenses and permits and satisfy any other technical requirements at its own expense. Authority may make periodic and routine inspection of the Premises and the equipment therein to determine whether the Operator is in compliance with the Operator's obligations regarding the Premises;
- Keeping all areas of the Premises safe, clean and orderly at all times and in strict accordance with Applicable Laws, including, without limitation, the rules and regulations of Authority;
- Removing improperly parked or abandoned vehicles from all Public Parking Facilities;
- Completing a nightly license plate inventory of all vehicles parking on the Public Parking Facilities;
- Providing free emergency public services, including, without limitation, jump-starting of vehicles, vehicle lock-out assistance, inflation of tires and car-search assistance in parking areas designated by Authority;
- Maintaining equipment and facilities as prescribed in the Agreement;
- The operation and maintenance of the revenue control system;
- Receiving, reporting, tracking and responding to all complaints and all claims made for losses, damage or injuries on Premises in a manner satisfactory to the Authority;
- Performing mandatory criminal background checks on all potential employees prior to employment; and
- Performing snow and ice removal including application of de-icing materials acceptable to the Authority.

Additionally, if the Authority decides to include valet parking or other suggested enhancements in the Agreement terms, Operator will operate and manage all aspects of the valet service or enhancements as outlined in Proposer's response to this RFP and as agreed to by the Authority.

The Operator shall accept the Premises and the associated equipment provided in their "as-is, where-is" condition and shall be responsible for any interior modifications, as the

Operator deems necessary; provided, however, that the Operator must first obtain the Authority's written approval of any alteration of the physical facilities or the installation of replacement or additional equipment. Authority shall have the right to require that any practices inconsistent with this RFP, the Operator's Proposal or the completed Agreement be discontinued or remedied immediately. Failure of the Operator to take appropriate action after notification from Authority may result in termination of the Agreement.

4. SCHEDULE

Date	Event
July 5, 2019	Advertise Request for Qualifications and post documents to the Bishop International Airport Authority website.
July 23, 2019	Pre-Bid Meeting at 11:00 EDT in the Pelavin Room of the Bishop International Airport Authority's Office located at 3425 W Bristol Rd., Flint, Michigan. (all parties interested in bidding must attend the pre-bid meeting).
August 2, 2019	Last day to submit questions in regards to the Request for Qualifications.
August 14, 2019	Statement of Qualifications and other required documents are due before 4:00 EDT.
August 27, 2019	Bishop International Airport Authority to approve successful organization and authorize the Airport Director to negotiate the terms of the Management Services Agreement.
September 1, 2019	Successful organization to assume operation of the parking facility.

5. MANAGEMENT SERVICES AGREEMENT

The management services agreement attached hereto as Exhibit "A" is substantially similar to the final agreement to be executed by the successful organization. The Authority's specific goals in awarding a contract for the management of the public parking facilities include, but under no circumstances will be limited to, the following:

- a. To provide FNT users with the highest level of customer service available through retaining professional management of the public parking facilities and other related services.
- b. To provide the Authority with a source of revenue through cost effectiveness in management of the facilities.

6. MANAGEMENT SERVICES

All services normally expected of an airport parking operator in the management and operation of parking lots including, but not limited to the, the following:

- a. Services of a full-time manager, all required cashiers, and any ancillary personnel services as required, which include but are not limited to snow

removal, trash removal, janitor services and routine maintenance. All personnel will be employees of the successful organization.

- b. Shuttle bus service that provides coverage for the surface lots, which may include assistance with passengers and their baggage loading or unloading from the shuttle as necessary.

The successful organization will have the exclusive right and privilege, within its defined areas, to manage the public parking operation at FNT.

The Authority will reimburse the successful organization for services rendered, supplies purchased and other operating expenses to include a monthly management fee, without markup, as indicated by the annual budget that is provided to and approved by the Authority.

The Authority will not reimburse the successful organization for any cost of licenses or registration with the State of Michigan. The Authority will not reimburse the successful organization for any bookkeeping or accounting fees or general management services in excess of the amounts actually incurred in the operation of the public parking facilities at Bishop Airport.

See Management Services Agreement (Exhibit "A") for details of reimbursement and complete scope of services provided.

7. DELIVERY OF STATEMENTS OF QUALIFICATIONS

An original and six (6) copies of the Statement of Qualifications and other required submittals must be submitted in a sealed package clearly marked on the outside with "Qualifications to Operate Parking Facility at Bishop International Airport". Each proposal package submitted must clearly show the organization's company name on the outside. Facsimiles will not be accepted. Any packages received after August 14, 2019 at 4:00 p.m. will not be opened or considered. It is the sole responsibility of the organization to have its package delivered to the Authority as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at the submitting organization's risk. LATE PACKAGES WILL NOT BE CONSIDERED. All expenses for making a Statement of Qualifications and related submittals to the Authority is to be borne by the submitting organization and will not be borne, charged to, or reimbursed by the Authority in any manner or under any circumstance.

8. OBLIGATION OF SUBMITTING ORGANIZATION

The proposer must become fully aware of the Authority's requirements for the management of the public parking facilities. Failure to do so will not relieve a successful organization of its obligation to carry out the provisions of the management services agreement and to manage the public parking facilities in a manner consistent with those provisions. The submitting organization must be familiar and comply with all federal, state, and local laws, ordinances, rules and regulations that affect in any manner the operation of the assigned areas. The proposer must have all current licenses and/or permits (local, county, State or Federal) required to operate and manage public parking facilities.

Organizations will be held responsible for having examined the details of the management services agreement. The submitting organization will use its personal knowledge and experience or professional advice as to the character of the services required and any other conditions surrounding and affecting the proposed type of operation.

The submittal of a Statement of Qualifications will be construed as evidence that all obligations have been satisfied and no subsequent allowance will be made in this regard.

9. ADDENDA – CHANGES WHILE PREPARING STATEMENT OF QUALIFICATIONS

No interpretation of the meaning of any part of the request for qualifications, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any organization verbally. Any request for interpretations or corrections must be made via e-mail or in writing to:

Mr. Nino Sapone, AAE
Deputy Airport Director – Operations & Maintenance
Bishop International Airport Authority
G-3425 W. Bristol Rd.
Flint, MI 48507
e-mail: nsapone@bishopairport.org

Any such request that is not received prior to close of business on August 2, 2019 will not be considered. All interpretations and supplemental instructions will be in the form of written addenda to the request for qualifications documents, which if used, will be posted on the Authority's website at www.bishopairport.org/ -- Business with FNT. However, it is the responsibility of each organization, before submitting its proposal to contact Mr. Sapone to determine if any addenda have been issued and to make such addenda a part of its proposal. Proposals submitted will be considered as if the addenda had been received. Only the interpretation or correction given by the Authority in writing will be binding, and prospective organizations are advised that only the Authority will give information concerning, or will explain or interpret the request for proposal documents.

10. PREPARATION OF STATEMENT OF QUALIFICATIONS

- A. All documentation submitted with the Statement of Qualifications should be bound in a single volume.
- B. Statements should be prepared simply and economically providing a straightforward, concise description of the organization's capabilities to satisfy the requirements of this Request for Qualifications. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- C. A customer service summary should be included in the proposal detailing specifically how the organization will provide the highest level of customer service available to the users of Bishop International Airport.
- D. Each organization should include a proposed plan of operation.
- E. If a tour of the parking operations is desired, please contact Mr. Sapone at (810) 235-6560 in order to make arrangements.

11. WITHDRAWAL OF PROPOSAL

Any Statement of Qualifications package may be withdrawn by written request of the submitting organization until the date and time established herein for the due date of the Statement of Qualifications. Any packages not previously withdrawn will, upon opening, constitute an irrevocable offer for 90 days (or until one or more of the Statements of Qualifications has been duly accepted by the Authority, whichever is earlier) to provide the Authority the services solicited in this request for qualifications.

12. SUBCONTRACTS.

Authority must approve all subcontracts prior to the execution thereof by the Operator. In addition, the Operator may not assign, delegate, transfer or convey to any person or entity the right to operate the Parking Facilities without the prior written approval of Authority.

13. AIRPORT MODIFICATIONS.

Authority shall have the right, at any time and from time to time prior to and during the Term of the Agreement, in the interest of the efficient operation of the Airport, to close, move or alter any roadway, parking facility, vehicular entrance or exit or common corridor, passageway, walkway or other common areas in the Terminal, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators or escalators, or to restrict or change the traffic on or through any thereof. The Operator shall not have any claim against Authority for such action, nor shall such action by Authority release the Operator from any of its obligations under the Agreement.

14. FINES.

By the submission of a Proposal, each Proposer agrees that the fines set forth in the form of Agreement set forth in Exhibit A to this RFP are reasonable and, if awarded the Agreement, agrees to pay Authority such fines in accordance with the completed Agreement at the rates or in the amounts specified therein upon written demand by Authority.

The Operator shall be solely responsible for security measures required to protect its area, equipment, materials and receipts. Such security measures may not violate other provisions contained in the Agreement.

15. SECURITY REQUIREMENTS.

The Operator must agree to observe all security requirements of the Transportation Security Administration (TSA), 49 C.F.R. Parts 1540 and 1542, and the Airport Security Plan, and to take such steps as may be necessary or directed by Authority to ensure that its operations and that of its subcontractors, material suppliers, employees, invitees and guests observe these requirements. If Authority incurs any fines and/or penalties imposed by the TSA or any expense in enforcing the regulations of the TSA and/or the Airport Security Plan as a result of the acts or omissions of the Operator or any of its subcontractors, material suppliers, employees, invitees or guests, the Operator shall agree to pay and/or reimburse Authority for such fines and/or penalties.

16. DISQUALIFICATIONS OF SUBMITTING ORGANIZATION

The Authority may disqualify an organization and reject its Statement of Qualifications package for any of the following reasons:

- A. Submission of more than one package for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one package may be submitted for the company.
- B. Evidence of collusion among organizations in the preparation and submittal of any packages.
- C. Incomplete work for which the submitting organization is committed by contract, which in the judgment of the Authority, might hinder or prevent the prompt completion of work under the agreement if awarded to such organization.
- D. Failure to provide the notarized form(s) required in this document in a timely manner, or to satisfy any other requirements listed in Item 11. Minor irregularities that do not materially affect the Statement of Qualifications may be waived at the sole discretion of the Authority.

17. REJECTIONS OF IRREGULAR SUBMISSIONS OF QUALIFICATIONS

Submissions will be considered irregular and may be rejected if they show omissions, alterations in form, additions not called for, conditions, limitations, alternate submissions or other irregularities of any kind. The Authority reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such nonconformance or irregularities are minor and such action is deemed to be in the best interests of the Authority.

18. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Bishop International Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. An ACDBE concession specific goal has not been established for the contract. However, the Authority encourages the Proposer to have ACDBE participation. Please be advised that the Bishop International Airport Authority is required to submit a new plan every 3-years. It is a possibility that our next concession plan will include a contract goal for this concession. In order to meet the program requirements and comply with grant assurances and amendment incorporating the good faith efforts to meet this goal would be required under the Right to Amend Clause contained in Section 23.15 of the Form of Agreement Contained in Exhibit A.

19. CIVIL RIGHTS PROVISIONS

General Civil Rights Provisions

The operator 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. If the operator transfers its obligation to another, the transferee is obligated in the same manner as the operator.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any

subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination

includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)

The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

20. FINANCIAL CONSIDERATIONS

Management Fee and Reimbursable Expenses.

In the completed Agreement, Authority shall agree to pay to the Operator, and the Operator shall agree to accept from the Authority as full and complete payment for successful performance of the Operator for the management, operation, administration, and insurance costs for the operation of the Premises (excluding Reimbursable Expenses), an annual management fee (the “Management Fee”), which shall be payable in equal monthly installments. Pursuant to its Proposal, a Proposer must propose the Management Fee to be paid in the event such Proposer is the selected Proposer. The Authority also shall agree to reimburse the Operator for Reimbursable Expenses incurred in the operation of the Premises under the procedures and subject to the terms and conditions provided by the completed Agreement. The table below shows the management fee schedule and expenses for the last three years:

Year	Management Fee	Expenses
2016	\$36,000	\$1,042,107
2017	\$36,000	\$1,126,034
2018	\$36,000	\$1,126,733
2019 (budget)	\$36,000	\$1,046,880

Performance Incentive Bonus.

To facilitate a strong, sound, mutually beneficial relationship with the Operator, the completed Agreement shall provide the Operator an opportunity to receive an annual performance- related incentive bonus. This bonus is not guaranteed and shall be paid solely at the discretion of the Authority based on an annual evaluation of the Operator’s performance. The form of Agreement set forth in **Exhibit A** to this RFP contains a performance evaluation form and a bonus calculation form for use by the Authority, both of which are subject to modification and revision in the final executed Agreement. The

incentive bonus shall at no time exceed one-half of one percent (0.5% or .005) of Gross Receipts (as defined in the Agreement) from operation of the Parking Facilities. Objective and subjective areas that the Authority may consider when determining any annual performance-related incentive bonus available to the Operator include matters such as customer service, efficiency of operations, budget attainment, management performance, and responsiveness to Authority.

The table below shows the Performance Incentive Bonus for the last three years:

Year	Performance Incentive Bonus
2016	\$22,077
2017	\$20,583
2018	\$20,052
2019 (budget)	\$21,000

21. EVALUATION OF STATEMENTS OF QUALIFICATIONS AND AWARD OF CONTRACT

The Authority reserves the right to accept or reject any or all Statements of Qualifications, in whole or in part. The Authority also reserves the right to award the Contract to the submitting organization that the Authority, in its sole discretion, determines will be most advantageous and beneficial to the Authority. The Authority will be the sole judge of which submission will be in its best interest and its decision will be final. Selection of an organization and subsequent approval by the Authority Board will not constitute a contract. The contract will not be binding until fully executed in writing by the authority.

Submitting organizations will be notified of whether or not they were selected to make presentations by August 31, 2019.

22. PROPOSAL EVALUATION PROCESS

Proposal Format.

Each Proposal submission shall consist of the following:

1. The Main Proposal Documents, which means the following parts of a completed Proposal:
 - (i) the executive summary of important features of the Proposal, including the relevant qualifications of the Proposer, the highlights of the Proposal, and any additional information that the Proposer believes is particularly important to the Proposer's qualifications;
 - (ii) the completed forms set forth in **APPENDIX A** and **APPENDIX B** to this RFP, including the Additional Proposal Requirements described therein (with the exception of materials included within the Support Documents);
 - (iii) the completed Proposal Bond Form set forth in **APPENDIX C** to this RFP; and

- (iv) the Proposer's ACDBE Participation Form set forth in **APPENDIX F** to this RFP;
- 2. The Support Documents, which means the parts of a completed Proposal consisting of partnership, joint venture and subcontract forms, ACDBE certificates, employee training manuals and handbooks, audited financial statements, and other supplemental information and materials requested or required under **APPENDIX B** to this RFP; and
- 3. The Proposal Guarantee from the Proposer in the form of a bank cashier's check or a proposal bond in the form of **APPENDIX C** to this RFP, made payable to Authority, in the amount of Five Thousand and No/100 Dollars (\$5,000.00), to be held and applied as provided in this RFP.

In the event the Authority indicates its intent to award the Agreement to a Proposer but such Proposer fails or refuses to enter into the completed Agreement or in the event a Proposer fails to comply with the terms and conditions of its Proposal, Authority shall retain such Proposer's Proposal Guarantee as liquidated damages. All Proposal Guarantees will be retained by the Authority until such time as an Agreement has been signed, at which time, the unsuccessful Proposal Guarantees will be returned.

A Proposer may withdraw its Proposal provided that its request is in writing, sent by certified U.S. Mail or overnight delivery service prior to the Proposal submission deadline. A request to withdraw a Proposal by telephone, facsimile transmission, e-mail or other electronic means shall not be considered by Authority as a withdrawal of a Proposal.

Each Proposer must carefully examine this RFP and the Airport to become fully informed of the conditions to be encountered, the character, quality and quantities of the services to be performed, and the materials to be furnished in responding to this RFP. All efforts by a Proposer to investigate and perform due diligence concerning the Airport and this RFP shall be conducted with minimum interference to the operations of the Airport and the current parking provider. A Proposer's failure to understand the conditions to be encountered, the character, quality and quantities of the services to be performed, or the materials to be furnished in responding to this RFP will not enable a Proposer to withdraw its Proposal without loss of its Proposal Guarantee.

The Main Proposal Documents and the Support Documents shall be printed single-sided and in at least ten (10)-point type. All pages included in the completed Main Proposal Documents must be sequentially numbered within each section. Authority encourages clarity and brevity and requests that Proposers do not include a large amount of information that is not directly relevant to their Proposals. The Main Proposal Documents and the Support Documents shall be submitted in a loose-leaf three (3) ring binder type folder or notebook with tabs. All pages are to be on 8½" x 11" paper. The Proposal Guarantee shall be submitted in a sealed envelope and correctly labeled as such. The Main Proposal Documents shall be fully and correctly completed in every respect by an authorized representative of the Proposer. The authorized representative shall attest to the truth of the statements made in the Main Proposal Documents by properly acknowledging the statements before a Notary Public where indicated.

In completing its Proposal, a Proposer shall not add, delete or vary any of the terms and conditions of any document prepared by Authority. In the event a Proposer makes any changes in any such document, Authority may, in its sole discretion, reject its Proposal.

Each Proposer must list the name of any proposed subcontractor and the service that is to be provided by each such subcontractor in its Proposal where required (Appendix A). All subcontractors must meet all conditions and requirements applicable to the Proposer. Authority shall not allow the same service to be provided by more than one entity. Nothing in this Section will be construed as creating any contractual rights between any subcontractor and the Authority.

Minimum Qualifications for Proposers.

The selected Proposer must have a minimum of ten (10) years of continuous experience in the management and operation of public parking facilities and at least one (1) parking facility that has or had an aggregate total of two hundred thousand (200,000) transactions annually and four million dollars (\$4,000,000) in annual revenue. A potential Proposer that does not meet these minimum qualifications is encouraged to explore cooperative ventures with more established operators, to the extent permitted by the terms of this RFP.

DBE Goal and Local Participation.

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Bishop International Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. An ACDBE concession specific goal has not been established for the contract. However, the Authority encourages the Proposer to have ACDBE participation.

The concession firm should submit the following relating to any ACDBE firms it proposes to use on this project:

1. The names and addresses of ACDBE firms and suppliers that will participate in the concession;
2. A description of the work that each ACDBE will perform;
3. The dollar amount of the participation of each ACDBE firm participating;
4. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;

ACDBEs identified in a Proposal must be certified as an ACDBE by the Unified Certification Program (UCP) prior to commencement of the Agreement in order to be eligible to count their participation. The Michigan Department of Transportation is the approved certifying agency for the UCP in the State of Michigan. Certification inquiries may be directed to the DBE Certification contacts listed at https://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108---,00.html.

Evaluation Process

The Authority will review all Proposals for completeness and adherence to the requirements of this RFP. Proposals that are not received prior to the specified time on the due date will be considered non-responsive. A Proposal that is incomplete or is not submitted in accordance with the formatting requirements of this RFP may be deemed non-responsive and disqualified from the process.

The selected Proposer must have the necessary experience, organizational and financial capability to fulfill the conditions of the executed Agreement. The Authority reserves the sole right to determine the sufficiency of the experience and qualifications of all Proposers. Authority also reserves its right to negotiate with any selected Proposer any changes, additions and/or deletions to the Proposer's Proposal.

The Authority will select the Evaluation Panel to review all Proposals. Upon the completion of the initial review of Proposals by the Evaluation Panel, the Authority may develop a short list of Proposers for interviews. Any such short

list shall identify those Proposers that the Evaluation Panel has determined have the greatest likelihood of obtaining the award of the Agreement.

A Proposer shall have a minimum of ten (10) years continuous experience in the operation of public parking facilities with references to be furnished. A Proposer must also manage or have managed at least one (1) facility with (a) an aggregate total of two hundred thousand (200,000) transactions annually, and (b) annual revenue of at least four-million dollars (\$4,000,000). Proposer shall provide its DUNS number and financial statements for 2016 and 2017.

Authority has developed the following criteria for the evaluation of Proposals by the Evaluation Panel:

Criteria for Evaluation:

Experience 10%

The Proposer's number of years and relevancy of experience in the industry; financial performance with regard to existing facilities; industry achievements (national recognition from industry organizations and local and regional recognition); and references on past and existing performance at airports.

Financial Responsibility 5%

The Proposer's demonstrated financial responsibility by providing its DUNS number and financial statements for 2016 and 2017.

Management Fee 35%

The amount of the Management Fee proposed.

Quality of Proposal 5%

The overall quality and innovativeness of the Proposal (and potential presentation) and its responsiveness to the Airport's needs, including operational and management techniques.

Management and Operating Plans 30%

The demonstrated ability of the Proposer to manage the Parking Facilities; the terms of the Proposer's management plan relating to the experience and qualifications of staff, including on-site staff; hourly rates paid to employees and benefits provided; staffing practices, staffing levels and employee training programs; methods to monitor customer service; and inventory and cash control, sales reporting and revenue procedures. The soundness of the proposed Bishop International operating budget for the first year of operation and acceptability of the submitted transition plan.

Customer Service Summary Policy 10%

The Proposer's practices and procedures relating to safety and customer queries, complaints and services.

ACDBE Participation 5%

The Proposer's proposed ACDBE participation as submitted in Appendix F.

The Evaluation Panel will provide the Authority Board of Directors with its recommendation for the award of the Agreement. The Board may accept or reject the recommendation of the Evaluation Panel and authorize or decline the award of the Agreement.

23. PROPOSAL DISCLOSURE

In compliance with the State of Michigan public record laws, all proposals will be available for public inspection after award. Proprietary information such as trade secrets, manufacturing processes, and financial information not otherwise publicly available shall not be subject to public disclosure provided the Proposer invokes the protection of this section upon submission of the proposal.

The specific area or scope of data and materials to be protected must be identified and the reasons for their protection stated. An all-inclusive statement that the entire proposal is proprietary is unacceptable. Pricing offered to the Authority may not be considered proprietary.

The information in this RFP is not intended to completely define the proposed contractual relationship between the Authority and the selected Proposer, and Proposers are advised to read carefully the form of Agreement set forth in **Exhibit A** to this RFP. The Authority retains the right to revise the terms of the Agreement set forth in **Exhibit A** to this RFP at any time during the RFP process and to negotiate different terms with the selected Proposer.

To obtain the award, the selected Proposer must enter into the completed Agreement under the terms and conditions contained therein. Authority shall notify the selected Proposer in writing and will provide to the selected Proposer the completed Agreement for execution. The selected Proposer must execute the completed Agreement and return it to Authority within fourteen (14) calendar days after notification from Authority that Authority has awarded the Agreement to the selected Proposer. All certificates of insurance required under the Agreement to evidence the maintenance of the Insurance Coverages (collectively, the "Certificate of Insurance and the Surety Bond) also must be furnished to Authority within fourteen (14) calendar days after notification from Authority of Authority's intent to award the Agreement to such Proposer. Authority will not execute the completed Agreement until the Security Deposit, the Certificate of Insurance and all other applicable documents are received and accepted by the Authority. In the event that the selected Proposer fails or refuses to execute and return the completed Agreement or to provide the Surety Bond and the Certificate of Insurance during the time periods specified by Authority, such selected Proposer shall forfeit its Proposal Guarantee, which shall become the property of Authority, not as a penalty, but as liquidated damages. If Authority so desires, it may award the Agreement to the next most advantageous Proposer, as determined by Authority, who shall be subject to the requirements set forth in this Request for Proposals. In the event the next most

advantageous Proposer also fails to comply with the requirements of this RFP, then the next most responsive and responsible Proposer will be subject to the foregoing provisions. Authority's right to award the Agreement to the next most advantageous shall not create rights in any one Proposer and shall not in any way impair the right of Authority to reject all Proposals and to re-advertise for Proposals. Any Proposer that elects to withdraw its Proposal after the opening of the Proposals by Authority and prior to the time stipulated for return of Proposal Guarantees shall forfeit its Proposal Guarantee to the Authority as liquidated damages.

A Proposer may not submit its own Agreement terms and conditions in response to this RFP. If a Proposal contains such terms and conditions, the Authority, in its sole discretion, may determine the Proposal to be non-responsive to this RFP and may reject it.

Surety Bond.

Prior to execution of the completed Agreement, the selected Proposer must furnish to Authority, and maintain throughout the Term of the Agreement, the Surety Bond as described in the form of the Agreement set forth in **Exhibit A** to this RFP.

**EXHIBIT A
MANAGEMENT AGREEMENT**

**MANAGEMENT SERVICES AGREEMENT
PUBLIC PARKING**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, between the BISHOP INTERNATIONAL AIRPORT AUTHORITY, an Airport Authority organized and existing under the Laws of the State of Michigan, having its offices at the Bishop International Airport, G-3425 West Bristol Road, Flint, Michigan 48507, (hereinafter referred to as the “Authority”), and _____, a corporation organized under the laws of the State of _____ with offices at _____, (hereinafter referred to as the “Operator”).

WHEREAS, The Authority is the operator of Bishop International Airport (hereinafter referred to as the “Airport”), located in the County of Genesee, State of Michigan, and

WHEREAS, the Authority has determined that owning land in order to provide public parking facilities to its users is in the public interest; and

WHEREAS, the Authority deems it advantageous to the public to retain the services of a company specializing in the operation of public parking facilities; and

WHEREAS, the Authority has solicited responses to a request for proposals to operate its public parking facilities; and

WHEREAS, the Authority has determined that the Operator’s response to the Authority’s request for proposals to operate the Airport’s public parking facilities was the proposal most advantageous to the Authority and the public interest; and

WHEREAS, the Authority and Operator desire to enter into an Agreement based on the Operator’s response to the Authority’s request for proposals whereby the Operator will operate the public parking facilities owned by the Authority.

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

ARTICLE I

PREMISES

The operator agrees to operate, in accordance with the terms and conditions of this Agreement, all paid public parking facilities (hereinafter referred to as the “Premises”) located at the Airport, as delineated on Exhibit “A”.

ARTICLE 2

TERM

1. This agreement shall commence at midnight on _____ and continue for a period of sixty (60) consecutive months terminating at midnight on _____.

2. The Authority reserves the right to extend this agreement for one (1) additional five (5) year term at the same terms and conditions outlined within this Agreement. If the Authority chooses to exercise its right to renew this Agreement, the Operator will be notified of the terms and conditions to which the Authority shall exercise this right, one-hundred eighty (180) days before the expiration of this Agreement. The Operator shall have the choice as to whether to accept the Authority’s proposal, or allow the Agreement to expire, and shall so notify the Authority in writing within thirty (30) day of receipt of Authority’s proposal. Nothing in this paragraph shall be construed as to require the Authority to exercise such option to renew or to require the Operator to accept such proposal from the Authority.

ARTICLE 3

SCOPE OF SERVICES

1. Authority hereby hires and engages Operator to operate and manage the Premises in accordance with the terms and conditions of this Agreement, and Operator hereby accepts such engagement. Authority reserves the right, from time-to-time, to increase or decrease the total number of parking spaces included in the Premises, to add or delete the number of areas comprising the Premises, and to relocate all or part of the Premises, and any such additions, deletions or relocations shall not affect the amount of the Management Fee hereunder.

2. Operator shall be required to operate and maintain the Premises twenty-four (24) hours per day, seven (7) days a week, with a sufficient number of personnel to ensure the effective, efficient, courteous and convenient operation thereof. The management, operation, maintenance and control of the Premises shall be conducted at all times in a manner acceptable to Authority. The services that Operator shall provide hereunder include, without limitation, the collection and deposit of parking fees and charges; the preparation and maintenance of accurate books and records with daily report sheets; the removal of improperly parked or abandoned vehicles from the Premises; the performance of a nightly license plate inventory of all vehicles parked in the Premises; the Motorist Assistance Services; maintenance of a system acceptable to Authority for the receipt and reporting of all complaints, all injuries, and all claims made for losses or damage on the Premises; and any other services as agreed upon by the parties.

ARTICLE 4

GROSS RECEIPTS

1. The Operator shall collect and hold in trust for and on behalf of the Authority all Gross Receipts collected from parking customers. "Gross Receipts" as used herein shall mean all sums collected by the Operator from the rental of space for the parking and storage of motor vehicles whether on an hourly, daily, weekly or monthly basis, less all refunds, credit card fees,

discounts as authorized by the Authority, sales tax, use tax, excise tax, occupancy tax, gross receipts tax, or other taxes assessed upon or attributable to said receipts or the occupancy of the Premises. Said taxes shall be held by the Operator and paid directly to the taxing authority involved. All taxes, discounts and refunds shall be accounted for in the Operator's monthly revenue statement including fees paid to a third party derived from usage of credit cards to pay parking fees.

2. The Operator shall deposit all Gross Receipts into an account as designated by the Authority and in the name of the Authority, prior to the end of the next business day after collection. A penalty for failure to deposit said Gross Receipts by the end of the next business day following collection shall be assessed equaling ten percent (10%) of the total amount of that day's Gross Receipts. Failure to deposit the Gross Receipts within the required time period in excess of two (2) occurrences per months shall be cause for immediate termination of this agreement.

3. The Operator shall, monthly, by the fifteenth (15th) day of the month following the month of operation, submit to the Authority a statement accounting for all Gross Receipts. The monthly revenue statement shall be in a format approved by the Authority. Failure to submit this statement on or before the indicated dates shall be cause for immediate cancellation of this agreement.

ARTICLE 5

OPERATING EXPENSES

1. The Authority shall reimburse the Operator for all approved operating expenses incurred in operating the Premises. "Operating Expenses" as used herein shall include all expenses related to the operation of the Premises, including staffing cost, costs of shuttle operation, uniforms, supplies, tools, cleaning, maintenance, snow removal costs, repair costs to

equipment utility costs, tickets, postage, stationary, insurance and other expenses as authorized and approved in the annual budget by the Authority.

2. Specifically, Operating Expenses shall not include costs of business licenses, permits, bookkeeping, administrative, or accounting fees except as included in the Operator's approved annual budget. Operating Expenses shall also not include costs of performance bonds required under this Agreement or bid bond which is submitted with the proposal to provide services under this agreement, taxes on the Operator's personal property, debt retirement, or any other expenditure that is not included in the Operator's approved annual budget as included and defined herein, and not approved by the Authority in writing if the expense is in excess of one hundred dollars (\$100.00) per month.

3. The Operator shall invoice the Authority, by the fifteenth (15th) day of the month following the month of operation, for its Operating Expenses incurred in a single monthly period. The Authority shall reimburse the Operator for all authorized expenses, less any undocumented expenses, within thirty (30) days following receipt by the Authority of such invoice. The monthly Operator's fee shall be included in the monthly invoice. The monthly invoice shall be in a format approved by the Authority.

4. Any disputed invoices or charges shall be deducted by the Authority from the Operator's invoice. The Authority shall provide the Operator, in writing at the time of payment of the monthly invoice, reasons for the deduction. The Operator, with thirty (30) days, has the right to present a written explanation of the disputed invoices or charges to the Authority. The Authority shall determine the validity of the disputed invoices or charges based on additional documentation supplied by the Operator. If approved, after additional documentation is considered, the amount shall be added to the next invoice paid by the Authority. The Authority's decision in any matter pertaining to disputed invoices or charges is final.

ARTICLE 6

MONTHLY OPERATOR'S FEE

As compensation for the Operator's performance hereunder, the Authority shall pay to the Operator each month an Operator's fee in the amount of _____ dollars and no cents, (\$_____). Such fee shall be included in the monthly invoice as indicated in Article 5.

ARTICLE 7

ANNUAL BUDGET

1. The Operator shall submit to the Airport Director, prior to June 1, an annual and monthly budget, for all Operating Expenses to be incurred during the following year. The Airport Director shall notify the Operator of any changes to the budget or budget approval, on or before the anniversary date of this Agreement.

2. Upon approval by the Airport Director, all Operating Expenses included in the annual budget shall be considered authorized and reimbursable, as incurred, to the Operator. Changes to the annual budget shall be approved in writing by the Airport Director. Any expense incurred by the Operator that is greater than ten percent (10%) above the pre-approved budget in a single month period shall not be reimbursed by the Authority unless prior written approval is received from the Airport Director.

3. Upon execution and simultaneously returned with the Agreement, the Operator shall furnish the Airport Director with a monthly budget for the first year of the Agreement.

ARTICLE 8

OPERATIONAL PROCEDURES AND POLICY MANUAL

1. An Operational Procedures and Policy Manual (hereinafter referred to as the "Manual") reflecting the operation of the facility as proposed by the Operator shall be submitted

to the Airport Director within thirty (30) days of the commencement date of this Agreement. The Manual shall include, as a minimum, the following:

- A. General operating and management policies
- B. Customer service policies
- C. Shuttle bus operational procedures and policies
- D. Cash control, accounting, audit, and ticket validation procedures
- E. Lost ticket procedures
- F. Employee job descriptions
- G. Employee training guide
- H. Employee schedules
- I. Emergency procedures and phone numbers
- J. Manager's office and home phone number
- K. Company personnel policies

2. The Manual shall be modified as the operation of the facility or the information contained in the Manual changes. The Operator is responsible for the maintenance of the Manual to assure that all data is current.

ARTICLE 9

RECORDS AND REPORTS

1. The Operator shall keep and maintain true and accurate records in accordance with accounting principles generally accepted in the United States. The Operator shall submit daily to the Airport Director, a cash summary reconciling total Gross Receipts to the daily deposit and a bank deposit slip. In addition, the Operator shall maintain and keep available to the Authority for inspection, upon six (6) hours notice and within normal business hours, the following:

- A. Records of all tickets purchased and used including dispenser number from which used and date used.
 - B. All used parking tickets, lost ticket forms and validations, if required and authorized, for a three (3) month period. At the end of this period, all of these records shall be turned over to the Airport Director.
 - C. All shift reports for a three (3) month period. At the end of this period, all of these records shall be turned over to the Airport Director.
 - D. Any and all other accounting records maintained locally which pertain to the receipt of parking revenues.
2. The Operator shall make all other records not listed above available upon forty-eight (48) hours notice, no matter where retained, during normal business hours, at the Airport Director's office, Bishop International Airport.
3. The Operator shall not destroy any records pertaining to the operation of the Premises without the express written permission of the Airport Director.
4. At the expiration or termination of this Agreement, the Operator shall turn over to the Authority all the books and records including supporting documents maintained throughout the term of the Agreement.

ARTICLE 10

LOST TICKETS

1. Lost tickets shall be accounted for by a lost ticket form, in a format approved by the Authority, and signed by the customer. Appropriate audit procedures shall be taken by the Operator monthly to confirm a minimum of 10% of all lost tickets with the customer name, address, phone number and signature included on the form. Lost tickets accounted for by the appropriate form shall not be included in the lost ticket ratio.

2. If, during any single month, the lost ticket ratio shall exceed three-quarters of one percent (.0075), the Authority reserves the right to decrease the management fee by two dollars and fifty cents (\$2.50) per lost ticket. If during any three month period the average lost ticket ratio exceeds one-half of one percent (.005) the Authority reserves the right to impose a lost ticket penalty on the Operator which shall be graduated as follows:

Percentage of Lost Tickets	Penalty
.000-.001	\$0
.001-.005	\$1.00 per ticket
.005-.0075	\$2.50 per ticket
.0075-.01	\$5.00 per ticket
.01 and above	\$25.00 per ticket

3. The above penalty shall be imposed at the sole discretion of the Authority. A lost ticket report, in a format approved by the Authority, shall be submitted with the monthly invoice.

ARTICLE 11

AUDIT

The Authority reserves the right to audit all books and records of the Operator at any time upon forty-eight (48) hours advance notice to the Operator. If the audit results reflect a shortage of funds over three percent (3%) per annum, the Operator shall bear the full cost of the audit and reimburse the Authority for any shortage.

ARTICLE 12

OBLIGATIONS OF THE AUTHORITY

1. The Authority shall operate and maintain the lighting system within the Premises and pay all costs thereof.
2. The Authority shall patrol roads and land areas outside of the Premises to prevent illegal parking.
3. The Authority shall pay the Operator's invoiced amount, less any unauthorized or undocumented charges, including monthly management fee, within thirty (30) day receipt by the Authority of the invoice.
4. The Authority shall be responsible for any major maintenance or repair of the parking surface, landscaping, entrance roadways, and areas outside of the Premises.
5. The Authority shall cause trash to be removed from the approved receptacles on a regular basis and be responsible for periodic sweeping of the facility. The Operator shall be responsible for daily removal of debris and trash from the facility and depositing same in a receptacle provided by the Airport.
6. The Authority shall be responsible for selection, placement, and erection of all signage.
7. The Authority shall furnish the computerized revenue control system for the Premises. Operator shall make adjustments to the system as specified in Article 13 hereof. In no event shall Operator perform any work on the revenue control equipment other than as specifically requested by Authority.

ARTICLE 13

OBLIGATIONS OF THE OPERATOR

1. The Operator shall submit a lost ticket report with each monthly invoice. The Operator shall also submit a ticket validation report with each monthly invoice, which includes the dollar value of each validation.
2. The Operator shall submit a monthly maintenance log to the Authority. Such maintenance log shall be due on the fifteenth (15th) day of the month immediately following the month for which such maintenance log was maintained.
3. The Operator shall submit to the Authority, monthly not later than the fifteenth (15th) day of the month following the month of operation, a statement, witnessed and certified correct by an officer of the company, accounting for all Gross Receipts collected from the Premises during the previous month.
4. The Operator shall employ a full-time manager whose only responsibility is management of the Premises. The Authority reserves the right to approve selection of the Operator's manager.
5. The Operator shall provide sufficient personnel at all times to accommodate departing cars in a timely manner. It is the stated goal of the Authority that no car shall wait in line over five (5) minutes before exit. Continuous excess customer waiting periods shall be cause for termination of this Agreement. The Authority reserves the right to require the Operator to provide additional staff as required.
6. The Operator shall anticipate peak traffic periods and staff the Premises appropriately. If staffing is anticipated that exceeds authorized budget, the Operator shall, in advance, request a budget increase from the Airport Director.
7. All employees of the Operator shall at all times when on duty wear identifiable badges with names in clear view of the customers, wear neat and appropriate uniforms, approved by the Airport Director, and be courteous to all customers.

8. The Operator shall employ experienced and knowledgeable personnel and provide all employees with appropriate operational and customer service training.

9. The Operator shall keep the Premises at all times free of trash and debris. All trash shall be removed and stored by the Operator in approved receptacles provided by the Authority.

10. The Operator shall provide ticket stock and all other supplies in order to ensure effective control and management of the Premises.

11. The Operator shall provide a continuous maintenance program for all equipment and gate arms as necessary, such costs to be reimbursable under the Operator's approved annual budget.

12. The Operator shall provide all office furniture, equipment and supplies in a manner consistent with the intent of this Agreement, such costs to be reimbursed by the Authority. The purchase of all furniture and equipment shall be subject to the prior approval of the Airport Director.

13. The Operator shall provide a shuttle service between the Airport terminal building and the remote parking facility or facilities, as may be designated by the Authority. Shuttle services shall commence ninety minutes before the first scheduled airline departure and shall continue after the arrival of the last flight, regardless of the actual arrival time of the last flight, for the length of time needed for all passengers to exit the terminal building. The Authority reserves the right to modify this schedule upon one-hour notice to the Operator. Shuttle services shall be provided seven days per week and on holidays. To the extent possible, services shall be provided so that individuals are not required to wait more than 5 minutes for a shuttle.

14. The Operator shall provide all vehicles with the side mounted magnetic signs reading "Airport Park Shuttle" of a size easily visible to individuals awaiting pickup. Operator shall ensure that the signs are attached to all vehicles.

15. The Operator shall provide two-way radios for each vehicle for use by shuttle drivers and a two-way radio, with a charger if hand held, for use by the parking lot employees. The shuttle drivers and the parking lot employees shall be in constant reliable communications to provide for the coordinated transportation of customers.

16. The Operator shall be responsible for providing all shuttle vehicles, required maintenance, fueling, drivers, and supervision. In accordance with Article 5, these costs shall be considered Operating Expenses and provided for in the Operator's approved annual budget.

17. The Operator shall initially provide a minimum of two, late model, no less than twelve (12) passenger, shuttle vehicles plus a spare shuttle vehicle. The Authority does reserve the right to increase or decrease the number of shuttle vehicles needed throughout the term of this agreement. All shuttle vehicles shall:

- A. Be wheelchair accessible complete with handicapped lifts and rails and shall comply with regulations as set forth by the Americans With Disabilities Act (ADA).
- B. Utilize perimeter and not row seating.
- C. Be designed to accommodate luggage.
- D. Have both front and rear air conditioning.
- E. Be in good working condition and mechanically sound. Shuttle vehicle appearance shall be subject to approval by the Airport Director at all times. Shuttle vehicles shall comply with the following:
Exterior: Headlights, taillights, brake lights, signal lights, license plate lights, windshield wipers, horn, window raisers (if so equipped), doors and door locks, trunk latch (if so equipped), hood latch, and interior door handles, tires shall be functioning safely and properly. There shall be no unrepaired body damage or any body condition that would create a safety problem or interfere with the operation of the vehicle.

Interior: The rearview mirror, steering wheel, foot brakes, parking brakes, air conditioning and heating systems shall be functioning safely and properly. The upholstery, floor mats or carpet, seats, seat belts, door panels, windows and window molding shall be clean and free of excessive wear.

18. Regardless of the number of shuttle vehicles in operation as required by the Authority, the Operator shall keep one spare vehicle available at all times.

19. The operator shall keep all shuttle vehicles clean and in proper working condition. The Operator shall vacuum all shuttle vehicles at least once a day and shall wash vehicles at least once a week unless otherwise required by the Airport Director. The Operator's employees shall periodically remove trash from the shuttle vehicle(s) throughout the day, clean the glass, clean the metal grab bars, and wipe clean vinyl seats (if so equipped) as required.

20. Vehicle fueling must be done so as to not interfere with the service to the public.

21. Should any shuttle vehicle become disabled for any reason whatsoever, the Operator must place the spare vehicle in operation within 15 minutes.

22. The Operator shall be capable of adding additional shuttle vehicle(s) upon seven (7) days request of the Authority. For the purposes of this Agreement, the operator shall be capable of placing up to three additional shuttle vehicles in operation within said time period. The type of shuttle vehicles added should be agreed to between the Authority and Operator.

23. Shuttle vehicles shall be designated as non-smoking and signed accordingly.

24. The Operator shall provide qualified drivers for the shuttle vehicles. All drivers shall possess the necessary Michigan driver license for the type of shuttle vehicle operated.

25. The Operator shall maintain sufficient personnel to accomplish, on schedule and to the satisfaction of the Authority, all services as set forth herein in a timely, satisfactory, and responsive manner. Shuttle vehicles must remain in operation throughout the time frame

specified. The Operator shall take this into consideration when scheduling driver lunch breaks, fueling, maintenance, etc. Drivers shall not be permitted to eat in the vehicles.

26. Drivers shall not use cellular telephones or electronic devices while operating the shuttle vehicle regardless of whether a hands-free device is used.

27. Drivers will assist with the loading and unloading of passengers and luggage as required by passengers needing such assistance.

28. Drivers may not accept tips.

29. Drivers and shuttle vehicles shall remain at the terminal or the temporary parking lot when not actively picking up or dropping off passengers.

30. Drivers shall wear Operator provided uniforms. When on duty, drivers shall maintain a clean, neat, and well-groomed appearance. Drivers shall not wear shorts, T-shirts, sandals, or beach shoes (flip-flops). The Operator shall provide drivers with name tags and these shall be worn at all times.

31. The Operator shall be responsible for providing snow and ice removal of the Premises, to include all entrances, exits, sidewalks, and parking areas.

32. The Operator shall have no power to do any act or make any contract, which may create any lien, mortgage or other encumbrance, upon an interest of the Authority, the City of Flint, or County of Genesee, in the Premises, or the improvements located thereon.

33. The shuttle vehicles required to be provided by the Operator hereunder shall be leased for the term of this Agreement. The Authority agrees that if this Agreement should be terminated for any reason other than the Operator's material default hereunder, prior to the expiration of the five (5) year term, then the Authority shall pay off any balance due on the shuttle vehicle leases(s) as of the date of such termination, or the Authority may assume the lease obligation. In addition, if the Authority should require the Operator to obtain additional shuttle vehicles during the term of this Agreement, then any balance due on such additional shuttle

vehicle leases(s) shall be paid off by the Authority as of the date of expiration or termination of this Agreement, or the Authority may assume the lease obligation.

34. Pursuant to Section 20 of this Article, the Authority reserves the right to decrease the number of shuttle vehicles required hereunder. If the Authority should make such determination, and if a lease term shall remain on the applicable shuttle vehicle as of the date the Authority requests the Operator to cease operation of said shuttle vehicle(s), then the Authority shall pay off the balance of said shuttle lease or assume the lease obligation.

35. Operator shall operate the computerized revenue control system provided by Authority for the Premises and shall adjust and load tickets into the ticket dispensers, adjust the gate arms, clear ticket jams and correct minor problems to ensure the continuous and efficient operation of the computerized revenue control system. Operator shall maintain an inventory of all Revenue Control System equipment, documenting its age, condition and all repairs and maintenance performed on each item. Such log shall be provided to Authority at least yearly on or about each anniversary of this agreement.

36. Operator shall provide printed parking tickets for ticket dispensers. Operator shall not make any other adjustments to the computerized revenue control system except with the prior specific approval of Authority. All adjustments shall be appropriately documented by Authority and Operator.

37. Operator shall respond within ten (10) minutes to any malfunction of equipment. Any damage to equipment caused by Operator will be repaired at Operator's expense.

38. Operator and Authority shall review from time-to-time the need for additional or upgraded equipment. Purchase of such equipment shall be at the sole discretion of the Authority.

39. Operator, with approval from Authority, shall have responsibility for the relocation or removal of vehicles within the Premises that are not parked in authorized areas or must be relocated for security purposes, other operational needs or maintenance and construction. Costs associated with the relocation of vehicles not parked in authorized areas shall

be the responsibility of the owners thereof and the collection of those costs shall be the responsibility of Operator. Costs associated with the relocation of vehicles for security purposes, operational needs or maintenance or construction shall be the responsibility of Authority. After a vehicle has been on the Premises for thirty (30) consecutive days, Operator shall promptly identify and notify the owner thereof and remove the abandoned vehicle in compliance with Michigan law. All correspondence associated with any such process shall be sent by U.S. certified mail. Operator shall not be entitled to any revenues or fees collected for the disposition or sale of any abandoned vehicles.

40. Authority at its discretion may issue complementary parking passes or sign-off on public parking facility tickets of designees of Authority in connection with official government or Airport business. Authority shall provide Operator a list at least annually of the individuals with authorization to sign-off on parking tickets for complementary parking. No special arrangement of any type shall be made for the parking, storing, or servicing of any vehicle or for the grant or provision of any such service on any special or particular basis with the prior written approval of Authority.

ARTICLE 14

PERFORMANCE INCENTIVE BONUS

The Authority shall initiate payment of an annual performance related incentive bonus. The bonus is not guaranteed and shall be paid solely at the discretion of the Authority. The bonus shall be paid on the basis of an annual evaluation of performance to be completed by the Airport Director. The form herein included as Exhibit "B" shall be used to evaluate the Operator's performance. The Airport Director may, from time to time and at its discretion, make changes to Exhibit "B" as it sees fit. The total incentive bonus shall not exceed one half of one percent (1/2%) of the Authority's gross annual revenue from the operation of the Premises and further under no circumstances shall such Performance Incentive Bonus paid for any period

September 1st through August 31st exceed the total amount paid for the same period as Monthly Operator's Fee pursuant to Article 5 of this agreement.

ARTICLE 15

PARKING RATES

Parking rates shall be authorized and change only upon approval of the Authority.

ARTICLE 16

TRANSITION

The Operator shall cooperate with the Authority in achieving an effective and efficient transition of the operation of the Premises at the termination of this Agreement. Failure to comply with this paragraph is considered damaging to the Authority and shall be sufficient cause for the Authority to demand payment of the Operator's performance bond, and the language shall specifically be included in the bond to provide for this condition of the Agreement.

ARTICLE 17

FACILITY USAGE REPORTS

The Operator agrees to furnish the Authority, upon request, with facility utilization data in a format approved by the Airport, including but not limited to:

- a. A daily cash summary reconciling Gross Receipts to the daily deposit and a bank deposit slip;
- b. A monthly credit card transaction report;
- c. The number of tickets issued at each entrance gate to the parking facilities;
- d. The number of tickets and amount of revenue collected at each parking booth;
- e. The revenue deposits, shortages and overages at each parking booth;
- f. The amount of Gross Receipts collected, in total and separately by parking facility;

- g. The number of vehicles entering and exiting the parking facilities, in total and separately by parking facility;
- h. The number and related revenue of all lost tickets, in total and separately by parking facility;
- i. The number of non-revenue tickets processed, in total and separately by parking facility together with the return of the non-revenue tickets to Authority.

ARTICLE 18

PERFORMANCE BOND

Upon execution of the Agreement, the Operator shall furnish the Authority with a valid performance bond in the principal sum of twenty-five thousand dollars (\$25,000) issued by a company acceptable to the Authority, authorized to do business in the State of Michigan, and payable to the Authority in case this Agreement is canceled for cause or upon default by the Operator. Said bond shall be kept in full force by the Operator during the term of this Agreement and any extension thereof. The bond shall be conditioned to ensure faithful and full performance of all the terms, covenants and conditions of this Agreement by the Operator. Evidence of the maintenance of this performance bond shall be submitted annually, on the anniversary of this Agreement, to the Authority.

ARTICLE 19

INSURANCE AND INDEMNIFICATION

1. The Operator shall procure and maintain in full force and effect during the terms of this Agreement, minimum levels of insurance coverage, which shall be primary as to any other valid and collectible insurance, and in the following amounts:

- A. Workers Compensation: The Operator shall purchase and maintain Workers Compensation Insurance Coverage in the form and amount required by Michigan law.
- B. Comprehensive General Liability and Automobile Coverage's: The Operator shall procure and maintain a Comprehensive General Liability policy, including automobile liability coverage for all vehicles used in connection with its operation at the Airport, with liability limits in the amount of not less than Two Million Dollars (\$2,000,000) single limit liability for bodily injury, including death, and property damage in one occurrence. Said policies of insurance must include coverage for projects liability and the hold harmless provision of this Agreement.
- C. The Authority, City of Flint, and Genesee County and their officers, directors, agents and employees shall be named as additional insured on the above policies of insurance. The policies shall be written by reputable companies authorized to write such insurance in the State of Michigan, rated no less than A-1X by A.M. Best, and satisfactory to the Authority. Policies shall provide that thirty (30) days advanced written notice be given to the Airport Director before a policy is canceled, materially changed, or not renewed. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. The Operator shall furnish to the Authority copies of the required Certificate of Insurance in a form satisfactory to the Authority.
- D. All insurance coverage's of the Operator, whether required or not, shall contain a Waiver of Subrogation clause, waiving subrogation against the Authority.

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

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

3. The Operator agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demand and expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person or damage to any property or person, arising out of the Premises or any acts of omission of the Operator, its agents, guests, invitees, employees, or contractors in connection with the Operator's use of the Premises or its operations at the Airport, except to the extent caused by the sole negligence or willful misconduct of the Authority, its officers, directors, agents or employees.

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

ARTICLE 20

LOSS CONTROL AND SAFETY

The Operator shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, patrons and activities on and about the managed Premises and the manner in which such activities shall be undertaken and to that end, the Operator shall not be deemed to be an agent of the Authority. Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees, and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

ARTICLE 21

ENVIRONMENTAL PROTECTION

Operator hereby agrees to comply with all Environmental Laws. Further, any fines or penalties that may be levied against Authority by the EPA or any other Governmental Authority arising from or relating to Operator's failure to comply with any Environmental Laws shall be reimbursed to the Authority by Operator immediately after notice by the Authority of the amount of such fines or penalties. Upon the expiration or earlier termination of the Term, Operator shall, at Operator's sole expense, remove or permanently clean all hazardous materials that Operator, or anyone for whom Operator is responsible, caused to be situated on, at, in or under any Airport property. This shall be done in compliance with all Applicable Laws and shall include the performance of any necessary clean-up or remedial action. Operator shall provide Authority with copies of all records related to any hazardous materials that are required to be maintained by any Applicable Laws.

ARTICLE 22

TERMINATION

1. This agreement shall expire at the end of the full term hereof, and the Operator shall have no further right or interest in the Premises.
2. The Authority may terminate this agreement upon ninety (90) days written notice to the Operator for any reason whatsoever at the sole discretion of the Authority with the understanding that all services being performed by the Operator under this agreement shall cease upon the date such notice becomes effective. The Authority shall upon invoice, pay for all service rendered to the date of termination as provided for herein.
3. The Authority shall have the right to terminate this Agreement for a violation of the material conditions and provisions hereof, at any time after thirty (30) days notice has been given to the Operator and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
4. The Authority shall have the right to immediately terminate this Agreement upon or after the happening of any of the following:
 - A. Assignment for Creditors: The Operator shall make a general assignment for the benefit of creditors.
 - B. Bankruptcy: The Operator shall file a petition for relief as a debtor under any section or chapter of the Federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or the State of Michigan; or a petition or an answer proposing the entry of any order for relief against the Operator as a debtor in a bankruptcy or reorganization proceeding under any present or future bankruptcy or similar law shall be filed in any Court.
 - C. Receivership: A receiver, trustee, or custodian shall be appointed for all or substantially all of the assets of the Operator in any proceeding brought

by or against the Operator or the Operator shall consent to or acquiesce in such appointment.

D. The Authority may terminate this agreement immediately if the Operator shall abandon and discontinue service within the Premises.

5. If this Agreement is terminated, the Authority shall have the right to repossess the Premises in accordance with applicable law without prejudice to any other remedies available to the Authority for such default, absent such reentry.

6. The Operator may terminate this Agreement upon thirty (30) days advance written notice, after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any new way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Operator's use of the Airport and the remaining in force of such injunction for a period of ninety (90) days or more, provided, however, that said court action is not due to any fault of Operator.

B. The inability of the Operator to use the Airport for a period of ninety (90) days or more because of the issuance of any order, rule or regulation by the Federal Aviation Administration, the United States Department of Transportation, or other competent governmental authority preventing Operator from operating into and from the Airport, provided, however, that such inability or such order, rule or regulation is not due to any fault of Operator.

C. The default by the Authority in the performance of any covenant herein required to be performed by the Authority, which covenant substantially affects the Operator's ability to conduct its business under this Agreement, and failure by the Authority to cure or commence to cure and diligently

pursue such cure within thirty (30) days after receipt of notice of such default from the Operator.

- D. The assumption by the United States Government or by any authorized agency thereof of the operation, control or use of the Airport and its facilities or of any substantial part or parts thereof, in such manner as substantially to exclude the Operator from the Airport or to prevent it from operating at the Airport, for a period of at least ninety (90) days.
- E. The substantial restriction of the Operator's ability to conduct its business at the Airport for a period of ninety (90) days or more because of the action of the federal or state government or any agency or political subdivision thereof substantially restricting the operation of the Airport by the Authority.

7. Upon expiration of the term, or upon termination of this Agreement, the Operator shall peacefully surrender and vacate the Premises in as good condition as when the term of this Agreement commenced, excepting ordinary wear and tear. The Operator and the Authority agree that all Improvements placed on the Premises shall become the Authority's property upon the expiration of the term or upon the termination of this Agreement. Personal property of the Operator shall be removed at the Operator's expense, within ten (10) days of the expiration, or termination of this Agreement. In the event Operator fails to remove its personal property within said ten (10) day period, the Authority may remove the property and store it, all at the expense of the Operator.

8. Holdover. Operator shall be obligated to holdover, at the sole discretion of Authority in the event that a succeeding agreement shall not be in place as of the termination date of the Term of this Agreement or any renewal periods provided for herein. At the direction of Authority, Operator shall continue on a month-to-month basis for a period not to exceed twelve (12) months at the terms and conditions contained in the Agreement in place for the most

recent Agreement year. Authority agrees to provide Operator sixty (60) days prior written notice of the end date of any such extended period.

ARTICLE 23

ASSIGNMENT AND SUBCONTRACTING

1. The Operator agrees that it will not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Authority, unless otherwise provided herein, it being the intention of the Authority to grant this Agreement individually to the Operator.

2. Any assignment or transfer of this Agreement or any rights of the Operator hereunder, without prior written consent of the Authority shall convey to the Authority the right to terminate this Agreement at its sole discretion.

ARTICLE 24

NON-DISCRIMINATION

1. Compliance with Title VI of the Civil Rights Act of 1964:

A. The Operator for itself, its successors interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event permanent improvements are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Unites States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said

Regulations may be amended.

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

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

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

3. Compliance with 49 U.S.C. 41705: In providing air transportation, the Operator agrees that it will not discriminate against an otherwise qualified individual on the following

grounds:

- A. The individual has a physical or mental impairment that substantially limits one or more major life activities.
- B. The individual has a record of such an impairment.
- C. The individual is regarded as having such an impairment.
- 4. Compliance with Section 404(c) of the Federal Aviation Act of 1958, 49 USC 1374 (c): Operator agrees that it will not discriminate against any otherwise qualified handicapped individual, by reason of such handicap, in the provision of air transportation.
- 5. Compliance with Lease Agreement between the Authority and the City of Flint:

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

6. Compliance with sections 1209 and 2209 of MCLA Chapter 37: Operator and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Furthermore, the Operator and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex,

height, weight, or marital status. Breach of these covenants may be regarded as a material breach of the Agreement.

7. Cooperation with Enforcement Procedures: The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Authority take in order to comply with its Sponsor's Assurances to the United States.

ARTICLE 25

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

1. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this Agreement. It is the policy of Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. While an ACDBE specific goal has not been established for this Agreement, Authority encourages ACDBE participation. It is also possible that the 3-year program will include a contract goal for this concession. If so, an amendment incorporating the goal and good faith efforts to meet this goal shall be required under the Required Modifications Clause contained in Article 26 (21).

2. The following information has been submitted and approved by Authority: (1) the names and addresses of ACDBE firms and suppliers that will participate, (2) a description of the work that each ACDBE will perform, (3) the dollar amount of the participation of each ACDBE firm participating, (4) written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal; and (5) written and signed confirmation from the ACDBE that it is participating as provided in Operator's commitments hereunder.

3. Operator shall make good faith efforts to replace an approved ACDBE that is terminated or has otherwise failed to complete its agreement or subcontract with another certified ACDBE, to the extent needed to meet the specific goal. Good faith efforts are defined in Appendix A, 49 CFR Part 26. The Operator must notify the Operations Manager immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the Operator must obtain Authority's approval of the substitute ACDBE and provide copies of new or amended subcontracts of documentation of good faith efforts. If the Operator fails to comply, the Operations manager may issue a termination for default proceeding.

4. Changes to the approved ACDBE listing must receive prior approval of Authority. Operator will be required to report participation on the form included in Exhibit C on a quarterly basis.

ARTICLE 26

GENERAL PROVISIONS

1. The Authority reserves the right to further develop or improve the Airport as it sees fit.

2. The Authority reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Operator in this regard.

3. During a time of war or national emergency, the Authority shall have the right to lease the landing area or any part of the Airport to the United States Government for military or

naval use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

4. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport, which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft, as determined by the appropriate federal rules and regulations including, but not limited to 14 CFR Part 77.

5. Use Nonexclusive: This Agreement shall be nonexclusive and subordinate to the provisions of the Master Lease between the City of Flint and the Authority and to the provisions of any existing or future agreements between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Force Majeure: Neither the Authority nor Operator shall be deemed to be in violation of this Agreement for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion,

accidents, sabotage or any other events, conditions or circumstances for which it is not responsible and/or which are not within its control.

20. Operator covenants and agrees that, upon the signing of this Agreement, or within five (5) days after the acquisition of any interest herein described during the term of this Agreement, Operator shall disclose in writing to the Authority whether any Board Member, officer, director, or employee of the Authority has or hereafter acquires any direct, indirect, legal or beneficial interest in Operator or in any contract, lease or agreement between the Authority and Operator, or in any franchise, concession, right or privilege of any nature herein or otherwise granted by the Authority to Operator.

21. Required Modifications. In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Operator shall make or agree to such amendments, modifications, revision, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be paid by Authority.

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

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

Operator: *****

ARTICLE 27
Entire Agreement

1. This agreement consists of Articles 1 to 27 inclusive and Exhibits A through D.
2. This Agreement represents the entire and integrated agreement between the Authority and Operator superseding all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Authority and Operator. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

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

SIGNED IN THE PRESENCE OF:

BISHOP INTERNATIONAL AIRPORT
AUTHORITY

By: _____
Airport Director

By: _____
Signature

EXHIBIT A

MAP OF PREMISES

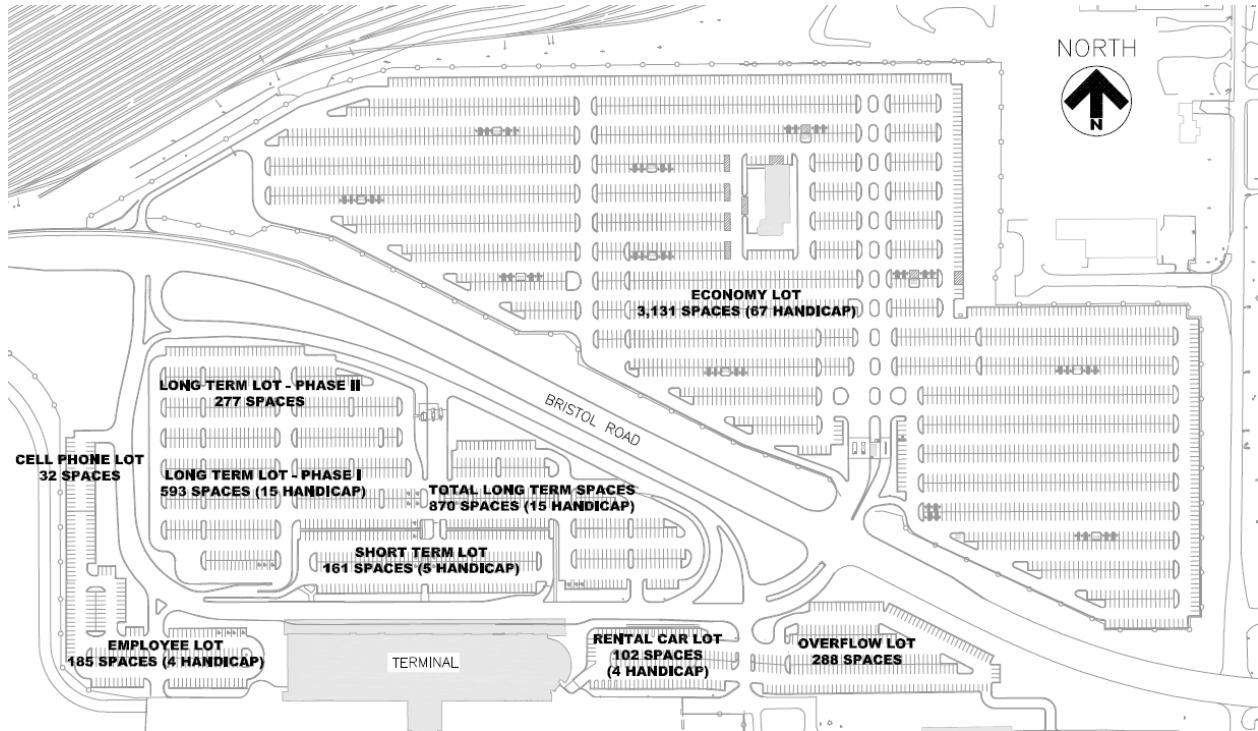


EXHIBIT (B)

Performance Incentive Bonus (PIB) Program

Performance Incentive Bonus - Instructions

Parking Operation

The purpose of the evaluation is to judge the performance of the parking operation and if appropriate to award an annual bonus.

STEP 1: Evaluate the performance of the parking operator, using the Performance Evaluation Form, under each domain. Each category under each domain will be rated on a scale of 1 to 10 with 1 = poor and 10 = excellent.

STEP 2: Calculate total revenue, total income, and total available bonus. Post on Performance Incentive Bonus form.

STEP 3: Transfer total points for each domain to the Performance Incentive Bonus form. Calculate the available bonus to be awarded for each domain by dividing points awarded by points available.

The bonus available for each domain is the total available bonus multiplied by the percent (%) of bonus to be awarded for the domain.

The bonus awarded for each domain is the bonus available for the domain multiplied by the level achieved.

STEP 4: Calculate the total bonus awarded by adding the amounts awarded for each domain.

Performance Incentive Bonus - Evaluation Form

Parking Operation

RATING: 0 = POOR to 10 = EXCELLENT

DOMAIN I. CUSTOMER SERVICE

- a) Responsiveness to customer complaints _____
- b) Customer complaints unresolved _____
- c) Customer waiting in line times excessive _____
- d) Assisted customers in emergency situations _____
- e) Customer appreciation letters _____
- f) Airport management's opinion of customer service provided
(Rating times 2) _____
- g) Cashier performance

- 1) Cashiers in approved uniform
Yes = 2 No = 0

Cashiers trained in cash and customer service procedures
Yes = 2 No = 0

Cashiers responsive to customer complaints
Yes = 2 No = 0

- 4) Customer complaints
Yes = 0 No = 2

Cashiers clean and neat at all times
Yes = 2 No = 0 _____

TOTAL DOMAIN I _____

DOMAIN II. EFFICIENCY OF OPERATION

a) Maintenance of equipment _____

b) Maintenance of physical facility _____

c) Appearance of physical facility _____

d) Use of manpower (effective, economical)

1) Manning for peak periods anticipated

Yes = 4 No = 0

2) Total man hours used vs man hours budgeted

Yes = 4 No = 0

3) Amount of overtime acceptable

Yes = 2 No = 0

e) Cash management

1) Deposits on time each banking day

Yes = 3 No = 0

Cashier overages/shortages acceptable

Yes = 2 No = 0

Reports accurate

Yes = 2 No = 0

Reports on time

Yes = 3 No = 0

f) Missing tickets

Report submitted on time each month

Yes = 3 No = 0

Variance acceptable

Yes = 4 No = 0

Detailed explanation for variance submitted with
monthly report

Yes = 3 No = 0

(g) Audits (physical, cash control, operations)

Specify type of audit _____

TOTAL DOMAIN II _____

DOMAIN III. BUDGET ATTAINMENT (How accurate was the budget.)

Variance _____

Budget detail

Budget submitted on time

Yes = 4 No = 0

Items in budget detailed

Yes = 3 No = 0

Original budget adjusted by airport management

Yes = 0 No = 3 _____

Original budget adjusted during year at request of:

1) Airport management = 0

2) Parking operations management = 1 to 10

Man hours requirements and schedule detailed in budget _____

Capital expenditures detailed/projected in budget _____

TOTAL DOMAIN III _____

DOMAIN IV. MANAGEMENT PERFORMANCE

Operational recommendations

Changes in service levels

Yes = 4 No = 0

Improvements

Yes = 4 No = 0

Parking rate recommendation

Yes = 2 No = 0

Local management

Area management

Corporate management

Corporate services

TOTAL DOMAIN IV

DOMAIN V. RESPONSIVENESS TO AIRPORT

Responded to special request on time _____

Assisted airport management in planning for special events _____

Copy of written operational procedures and policy manual specifically for the Bishop International Airport current and updated in Airport Director's office _____

Response to airport management request _____

Airport management's opinion of performance _____

TOTAL DOMAIN V _____

COMMENTS

Performance Incentive Bonus - Calculation Form

Parking Operation

YEAR _____

REVENUE _____

INCOME _____

AVAILABLE BONUS (1% OF REVENUE) = _____

DOMAIN 1: CUSTOMER SERVICE

20% of available bonus = _____

Points awarded _____

Points available 80

% of total points available _____

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN II: EFFICIENCY OF OPERATION

20% of available bonus = _____
 Points awarded _____
 Points available 70
 % of total points available _____

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN III: BUDGET ATTAINMENT

20% of available bonus = _____
 Points awarded _____
 Points available 50
 % of total points available _____

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN IV: MANAGEMENT PERFORMANCE

20% of available bonus = _____
 Points awarded _____
 Points available 50
 % of total points available _____

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN V: RESPONSIVENESS TO AIRPORT

20% of available bonus = _____
 Points awarded _____
 Points available 50
 % of total points available _____

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____
TOTAL BONUS AWARD		_____

EXHIBIT C

ACDBE PARTICIPATION REPORT

Date: _____

Operator Name: _____

% ACDBE Goal: _____

Current Period – From: _____ To: _____

<u>Name of ACDBE Firm</u>	<u>Description of services provided</u>	<u>Subcontractor? “X” = Yes</u>	<u>Service Provider “X” = Yes</u>	<u>Supplier “X” = Yes</u>	<u>ACDBE Payments or Gross Receipts this Period (if applicable)</u>	<u>ACDBE Parments or Receipts Year-To- Date</u>

Total service/supplier payments by Operator Year to Date (if applicable): _____

Total Gross Receipts Year to Date: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION AT ANY TIME.

Signature & Title

EXHIBIT D

MINIMUM PREVENTIVE MAINTENANCE SCHEDULE “Template Used by Bishop International Airport”

Actual will be amended upon selection

HVAC:

Semi-Annually – (Spring & Fall)

Preventative Maintenance – Electric/Gas Forced Air Heaters:

1. Check all electrical connections and heat elements.
2. Blow off any dust or dirt accumulated.
3. Clean evaporator coils. Use coil cleaner if necessary, and rinse thoroughly.
4. Check for proper discharge temperature.
5. Oil/grease fan motors and bearing if applicable.
6. Replace air filters – Quarterly (as needed).
7. Check for proper operation of stat control, blow off any dust.
8. Inspect all belts – adjust or replace as needed.
9. Inspect heat exchanger.
10. Inspect inducer fan motor.

Condensing Units for Cooling:

1. Clean coils. Use coil cleaner if necessary, and rinse thoroughly.
2. Check all electrical connections and contacts.
3. Check for loose fan, tighten set screw if needed.
4. Check for proper operations of any high or low pressure safeties, replace if necessary.
5. Check all pipes for proper insulation.
6. Check all pipes for excessive vibration.
7. Check system for signs of leaking oil.

Ceiling Fans in Hangar:

1. Clean fan blades.
2. Check for proper operation.
3. Blow dust out of motor.

Tube/Radiant Heaters in Hangar:

1. Clean units of dust and cobwebs.
2. Oil motors if applicable.

3. Check all electrical connections.
4. Check heat exchanges and duct work for signs of deterioration.

Restroom Lavatories:

1. Check all faucets for operation.
2. Check all urinals and toilets for signs of leaking – repair or replace as necessary.

Water Heater:

1. Check for proper operation.
2. Clean debris from and around unit.
3. Check for signs of leaking or rust – replace as necessary.

ELECTRICAL:

Interior Lighting:

1. Lamps should be replaced as they burn out.
2. Ballast should be replaced as necessary.
 - a. “Wholesale change out of fluorescent lamps should be completed on a bi-annual basis. Old lamps use more electricity and will shorten ballast life.”

Hangar Lighting:

1. Lamps should be replaced as they burn out.
2. Ballast should be replaced as necessary.
 - a. “Wholesale change out of all mercury lamps should be completed on a bi-annual basis. Old lamps use more electricity and will shorten ballast life.”

Electrical Panels and Disconnects:

1. All electrical panels should be opened and cleaned of all dust and debris.
2. Check all screws and connections for proper tightness.
3. Replace worn circuit breakers as needed.
4. Check for proper labeling – correct labeling as needed.
5. Look for signs of wire over-heating and insulation.
6. Circuit panels should be kept clear of any obstructions.

Exit Signs:

1. Check all signs and replace lamps as needed.
2. Clean all dust and debris from interior and clean sign panel.

MAIN HANGAR DOORS:

Semi-Annually (Spring & Fall)

Preventative Maintenance Main Hangar Doors:

1. Check operation of door.
2. Oil motors if applicable.
3. Oil chains and gears.
4. Check gear box for proper oil level.
5. Clean gear box area and check for leaks.
 - a. Repair gaskets as needed.
6. Check all safeties for proper operation and adjust or replace as necessary.
7. Adjust rollers as necessary.
8. Inspect all weather stripping.

Exterior Windows and Doors:

1. Check weather stripping on all windows and replace if necessary.
 - a. Check window for cracks.
 - b. Check window for glazing.
2. All pass-way doors checked for proper operation.
 - a. Check weather stripping and replace if necessary.
 - b. Check all door closures for proper operation – adjust or replace as necessary.
 - c. Lubricate all keyway locks.
 - d. Check and tighten all screws on hinges and strike plates.

EXHIBIT “_”

MATRIX OF MAINTENANCE AND OTHER OBLIGATIONS

MAINTENANCE & UTILITIES : within or about the Premises	Responsible Party	Lease Section	Comments/notes
1. Utilities	Tenant – all	8	
a. Electric			
b. Gas			
c. Water/sewage			
d. Trash			
e. Phone			
f. Data			
g. TV/Cable			
2. Heat/air-conditioning	Tenant – all	10.2	
a. Maintenance/PM’s			
b. Routine repairs			
c. Replacement/upgrade			
3. Other heat/circulation (ceiling fans, exhaust fans, hangar heaters, etc)	Tenant – all	10.2	
a. Maintenance/PM’s			
b. Routine repairs			
c. Replacement/upgrade			
4. Plumbing /Sewer	Tenant – all	10.2	
a. Maintenance/PM’s			
b. Routine repairs			

c. Fixtures (including water heater)			
d. Replacement/upgrade			
e. Additional			
5. Lighting - in the Premises	Tenant – all	10.2	
a. Bulb replacement			
b. Ballast replacement			
c. Fixture maintenance/PM's			
d. Routine repairs			
e. Fixture replacement/upgrade			
6. Electrical			
a. Fixtures	Tenant	10.2	
b. Upgrades	Tenant	10.2	
c. Additional	Tenant	10.2	
7. Building maintenance/repair /replacement			
a. Roof	Landlord	10.3	
b. Structural members	Landlord	10.3	
c. Windows/doors	Tenant	10.2	
d. Hangar doors	Tenant	10.2	
e. Gutters/downspouts	Landlord	10.3	
f. Exterior finishes	Landlord	10.3	
g. Interior finishes – in the Premises	Tenant	10.2	
h. Interior glass – in the premises	Tenant	10.2	

i. Oil/water separator	Landlord	10.2	
8. Grounds	Tenant – all	10.2	
a. Parking lot patch, repair, seal & striping			
b. Parking and walks replacement/reconfigure			
c. Sidewalks patch and repair			
d. Snow & ice removal – parking, walkways, and at hangar door			
e. Landscaping: maintenance/replacement			
f. Parking lot & other exterior lights			
g. Flag poles, mailbox, etc.			
9. Window cleaning	Tenant – all	10.2	
a. Interior			
b. Exterior			
10. Repainting			
a. Interior	tenant	10.2	
b. Exterior	landlord	10.3	
11. Floor and wall coverings	Tenant – all	10.2	
a. Leased space			
b. Common space			
12. Safety systems	Tenant – all	10.2	
a. Provide/maintain extinguishers			

b. Sprinkler system tests	not applicable		
c. Exit signs			
13. Furnishing	tenant		
14. Operating equipment	tenant		
15. Janitorial in the premises	Tenant – all	10.2	
16. All damages caused by tenant, its customers or employees			
REPORTS	By whom & when due to other party	Lease Section	Penalty/Notes/Comments
none			
OTHER OBLIGATIONS	By whom & when due to other party	Lease Section	Penalty/Notes/Comments
PM's per Exhibit "C"	tenant	10.2	ALL PM'S ARE TO BE DONE TWICE A YEAR (SPRING & FALL)
Tenant improvement drawings	tenant	9.3	
Tenant improvement proof of payment	tenant	4.3	

APPENDIX A
PROPOSAL FORM

PROPOSAL FOR THE OPERATION OF THE PARKING
FACILITIES AT THE BISHOP INTERNATIONAL AIRPORT,
FLINT, MICHIGAN

TO: Bishop International Airport Authority, 3425 W. Bristol
Rd., Flint, MI 48507

Dear Sir/Madam:

The undersigned (the “Proposer”) hereby declares that (i) the only person or persons interested in this proposal (the “Proposal”) as principal or principals are as named herein and no person other than herein mentioned has any interest in this Proposal or in the Agreement to be executed if this Proposal is accepted; (ii) this Proposal is made without connection with any other person, company or parties making a Proposal; and (iii) this Proposal is in all respects made in good faith without collusion or fraud. Capitalized terms used in this Proposal and not otherwise defined herein shall have the meanings ascribed to them in the Request for Proposals for the Operation of the Parking Facilities at the Bishop International Airport, Flint, Michigan, dated July 5, 2019, as amended (the “RFP”), including the form of the Agreement set forth in **Exhibit A** to the RFP.

Proposer declares that (i) it has examined the Airport and informed itself in regard to all conditions pertaining to the place where the services are to be performed; (ii) Proposer has examined the RFP and all other documents related thereto, including any Addenda furnished prior to the opening of Proposals, as acknowledged below; and (iii) Proposer has satisfied itself relative to the services to be performed and the timeframe within which such services are to commence. This Proposal incorporates by reference, as if fully set forth in this Proposal, the full content of the RFP, including all of the attachments thereto.

Proposer certifies that this Proposal meets or exceeds the requirements contained in the RFP. Proposer agrees to comply with all provisions and conditions as specified. All requested information has been submitted as requested.

Proposer agrees, if this Proposal is accepted by Authority, to enter into the Agreement and to operate the Premises pursuant to the terms and conditions of such Agreement, and to furnish all necessary personnel, materials, equipment, machinery, tools, apparatus, means of transportation, labor and incidentals necessary to perform and complete within the time specified for the services covered by this Proposal and the RFP.

For purposes of this Proposal, Proposer hereby agrees and proposes to accept an annual Management Fee, computed and paid on a monthly basis in equal installments, in payment of the administrative and insurance costs of the performance of its obligations under the Agreement (excluding Reimbursable Expenses, which shall be reimbursed by Authority as provided in the completed Agreement). The proposed Management Fee is set forth below:

<u>Agreement Year</u>	<u>Management Fee</u>
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____

Proposer must list all proposed subcontractors, if any, in the spaces provided below:

<u>Name of Proposed Subcontractor</u>	<u>Services to be Performed</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: The subcontractors listed above will be subject to the approval of the Authority. Once approved, no change in the proposed subcontractors will be allowed without the express prior written approval of Authority. The listing of proposed subcontractors does not create any contractual rights between any proposed subcontractor and Authority. All proposed

subcontractors must be able to demonstrate their ability to perform the services proposed to the complete satisfaction of Authority.

If selected for the award of the Agreement, Proposer further agrees to furnish the Surety Bond in the required stated amount, to satisfy the requirement to provide the Insurance Coverages under the completed Agreement, and to furnish the Certificates of Insurance, all prior to execution of the completed Agreement.

The required Proposal Guarantee in the amount of Five Thousand Dollars (\$5,000.00) is included with this Proposal. In making this Proposal, Proposer fully understands that the Proposal Guarantee will be forfeited as liquidated damages if this Proposal is accepted and Proposer fails to furnish the required Surety Bond and the Certificates of Insurance and fails to execute the completed Agreement. By the submission of this Proposal, Proposer agrees to the use of the Proposal Guarantee as described in the RFP.

Respectfully submitted,

Proposer's Name: _____

Signature of Authorized Person: _____

Print Name of Authorized Person: _____

Title of Authorized Person: _____

Address of Proposer: _____

INFORMATION CONCERNING PROPOSER

Date Submitted: _____, 2019.

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be acknowledged before a Notary Public by an officer or other authorized representative of Proposer who has the responsibility and authority to bind Proposer as to the statements made. **Furthermore, this information also must be provided for all subcontractors proposed by Proposer (including, without limitation, proposed joint venturers).**

1. Name of Proposer exactly as it will appear on the completed Agreement, if selected:
2. Address of Proposer for purposes of notice or other communications relative to this Proposal:
3. Proposer's contact person, telephone number, fax number and e-mail address:
4. Proposer intends to operate the completed Agreement as a: Sole Proprietor, Partnership, Corporation, Joint Venture or Other.
5. Complete one of the four sections below, either, A, B, C or D, depending upon the type of organization of Proposer:

A. SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- (a) Name in Full
- (b) Residence Address
- (c) Business Address
- (d) Driver's license number and issuing state

B. PARTNERSHIP STATEMENT

If a Partnership, furnish the following:

- (a) Date of Organization
- (b) Type of Partnership (General or Limited)
- (c) If a general partnership, provide evidence of public records filing and a complete copy of the partnership agreement
- (d) If a limited partnership, provide evidence of public records filing and a complete copy of the partnership agreement

- (e) Provide a current certificate(s) indicating Proposer is in good standing in its state of organization and qualified to do business in the State of Michigan.
- (f) For each partner, provide the following information:
 - Name
 - Residence address for an individual or of principal place of business Address for other
 - Percentage of ownership
 - Indicate if the partner is a general or limited partner
 - Driver's license number and issuing state for individual

C. LIMITED LIABILITY COMPANY STATEMENT

If a limited liability company, furnish the following:

- (a) Attach a complete copy of the articles of organization or formation, the operating agreement and other organizational documents, and a current certificate(s) indicating Proposer is in good standing in its state of organization and qualified to do business in the State of Michigan.
- (b) For each member, provide the following information:
 - Name
 - Residence address for an individual or of principal place of business Address for other
 - Percentage of ownership
 - Driver's license number and issuing state for individual

D. CORPORATION STATEMENT

If a corporation, furnish the following:

- (a) Date of Incorporation
- (b) State of Incorporation
- (c) Proof the corporation is authorized to do business in Michigan
- (d) State if Proposer files periodic reports with the Securities and Exchange Commission
- (e) List any exchanges on which any debt or equity securities of Proposer are listed for trading:
- (f) List the number of voting and non-voting shares that are authorized, issued and outstanding and the total number of shareholders.
- (g) Attach copies of Proposer's charter, articles of incorporation, by-laws and other organizational documents.

(h) For each officer, director and principal shareholder (*i.e.*, any shareholder with beneficial ownership of more than 10% of any class of equity securities), provide the following information:

- Name
- Title
- Residence address for an individual or of principal place of business
Address for other
- Number of voting shares beneficially owned
- Number of non-voting shares beneficially owned

E. JOINT VENTURE STATEMENT

If a joint venture, furnish the following:

- (a) Date of Organization
- (b) If Joint Venture has done business before describe the nature of the prior business and provide a complete copy of the joint venture agreement.
- (d) For each member of the joint venture, provide the following information:
 - Name
 - Residence address for an individual or of principal place of business Address for other
 - Percentage of ownership
 - Driver's license number and issuing state for individual

The undersigned, on behalf of Proposer, hereby deposes and says that she/he has knowledge of the statements made herein and is qualified and authorized to make and deliver such statements on behalf of Proposer.

PROPOSER:

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public My Commission expires: _____

[SEAL]

APPENDIX B

ADDITIONAL PROPOSAL REQUIREMENTS

All of the information and data requirements in this APPENDIX B are required for Proposer and all other subcontractors proposed by Proposer (except that Sections 1.I. below are not required for subcontractors). Therefore, the use of the term “Proposer” in this section applies to Proposer and other proposed subcontractors of Proposer (including, without limitation, all proposed joint venturers) that will be involved in the performance of operations under the completed Agreement.

SECTION 1 – EXPERIENCE AND QUALIFICATIONS; ACDBE PLAN

- A. Furnish a statement detailing Proposer’s background and a statement that Proposer possesses the qualifications set forth in **SECTION VI-SELECTION OF SELECTED PROPOSER** of the RFP. This information should include the following information:
- Number of years operated in business;
 - Whether Proposer has ever operated under another name and/or ownership structure;
 - Description of current business operations, including total number, type and location of operations and a description of the services provided;
 - Organizational chart;
 - Names and addresses of relevant parking operations operated and managed by Proposer in the prior ten (10) years, including name in which business was operated; name and location of facility; dates during which facility was operated; summary of scope of services; annual gross receipts; operating budget; management fees; number of parking spaces by facility type (*e.g.*, garage, long term); and individual contact with telephone number and type of business served;
 - Information on quality monitoring programs that Proposer has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs; and
 - Proposer’s experience in the operation of revenue control systems.
- B. Provide the name, location and date of any of Proposer’s airport concession agreements, management agreements, leases or other arrangements that have been terminated within the past ten (10) years, either voluntarily or involuntarily, prior to the expiration of its term and also list any judgments terminating, or any pending lawsuits for the termination of, any such concession agreements, management agreements, leases or other arrangements of Proposer within the past ten (10) years.

- C. Provide any other information that supports Proposer's operations/management experience as it pertains to this Proposal.
- D. If Proposer or any of its principals, officers, partners, directors or members has been involved in any bankruptcy proceedings in the past ten (10) years, provide information or documentation as to the current status of any such bankruptcy.
- E. If Proposer or any of its principals, officers, partners, directors or members has ever defaulted or been barred (regardless of the current status of the debarment or the underlying reasons for the debarment) from bidding on government (federal, state, county or local) or airport contracts or agreements, provide the current status of the debarment proceeding(s), the reasons for debarment and the expiration date of such debarment (if applicable).
- F. If Proposer has ever had a bond or surety canceled or forfeited, attach a statement naming the bonding company, the date, the amount of the bond and the reason for such cancellation or forfeiture.
- G. If Proposer, any Affiliate of Proposer or any principal, officer, partner, director or member of Proposer has, within the last ten (10) years through the date of this Proposal, been the subject of any charges of unfair or deceptive, anti-competitive business practices, fraud, criminal conduct or a civil or criminal antitrust violation, attach a statement describing any such charges and the current status or outcome.
- H. Prior to the execution of the Agreement, Proposer may be required to provide, if this Proposal is accepted, a legal opinion from counsel covering such matters as Authority may reasonably request, including, without limitation, the organization and good standing of Proposer, the authority of Proposer to enter into the Agreement, the enforceability of the Agreement against Proposer and the absence of threatened or pending litigation or governmental proceedings which would impair the ability of Proposer to fulfill the terms of the Agreement.
- I. For each certified ACDBE included in this Proposal, provide the following:
- Detail the ACDBE's experience and qualifications to operate or support parking activities;
 - Describe in detail how the ACDBE will operate within Proposer's ACDBE plan at the Airport; and
 - Confirm that the ACDBE has been certified by the UCP or has made contact with the intent and ability to become certified as an ACDBE prior to the onset of this Agreement.
- J. Proposer must list three (3) business references and three (3) financial references related to its business operations during the past two (2) years. The Authority may contact these references.

SECTION 2 - FINANCIAL RESPONSIBILITY

The Proposer must provide the past two (2) years of financial statements prepared in accordance with generally accepted accounting practices and audited by an independent certified public accountant with such certified public accountant's statement attached. At a minimum, the Proposer shall submit a balance sheet, a statement of changes in financial position, an income statement, all with accompanying footnotes. Authority will also accept a detailed statement from the Proposer's commercial bank setting forth asset and cash value information. Proposer should also provide their DUNS number.

SECTION 3 – MANAGEMENT AND OPERATIONS PLAN

- A. Proposer must submit information to allow Authority to evaluate how its management and operations plan will achieve the goal of conducting high quality, customer- focused parking operations within the Premises, including, without limitation, a staffing plan that provides the following details relating to Proposer's staffing to meet its obligations under the Agreement:
- The management structure to be used in Proposer's operations. Charts, diagrams and descriptive materials as appropriate may be used to expand or clarify. Identify the relationship between the local operation and Proposer's main headquarters;
 - A detailed description of Proposer's operating procedures, including internal financial controls and auditing procedures, handling of nonstandard transactions (such as lost tickets) and customer relations;
 - The procedures and schedules for all maintenance and custodial services to be rendered by Proposer in managing the Parking Facilities;
 - Proposer's program to maintain and enhance the standards of parking service at the Airport; and
 - A draft of the operation policy and procedures manual that reflects the operation of the Parking Facilities as proposed by Proposer. At minimum, this manual shall include general operating and management policies, customer service policies, cash control procedures, accounting and audit procedures, sales reporting and revenue procedures, lost ticket procedures, job descriptions for each job title, employee training guide by job title, employee master schedule, emergency procedures, the Parking Manager's office, cell and home phone numbers, each Supervisor's office, cell and home phone numbers, and Proposer's personnel policies.
 - Transition Plan
- B. Proposer shall provide a resume and job description of the Parking Manager and each Supervisor that Proposer proposes to assign to the Premises. If an individual has not been

selected, then provide the qualifications and level of experience Proposer will require when hiring a Supervisor and/or the Parking Manager. Also, describe the qualifications and level of experience Proposer will require when hiring other supervisory personnel.

- C. Each Proposal shall contain a staffing plan that details the number, qualifications, and pay of the personnel who will be employed in the operation of the Premises. The Operator shall employ people who are neat, clean, well-groomed and courteous. The Operator must employ an experienced Parking Manager and necessary Supervisors to oversee and direct the day-to-day operations of the Premises.
- D. The Proposer shall submit a proposed budget for the first year of operation of the Agreement term from October 1, 2018 through September 30, 2019, detailing expenses to be incurred including staff classifications, wages, and benefit costs of on-site staff, as well as other reimbursable operating costs. The Proposer shall provide information in the level of detail deemed necessary to demonstrate knowledge and understanding of the parking operation at Bishop International Airport.
- E. Mobile pay options and any other ideas for increasing the efficiency and other enhancements suggested by Proposer.

SECTION 4 – OTHER INFORMATION

- A. Attach any other information relevant to the Proposal.

APPENDIX C

Proposal Bond Form

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____, a corporation, authorized to do surety business in the State of Michigan, as Surety, are held and firmly bound unto the Bishop International Airport Authority, as Obligee, in the sum of _____ (\$_____, _____) in lawful money of the United States of America, for the payment of which sum, will and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that, if the Obligee, the Bishop International Airport Authority, shall make an award to the Principal of the Management Agreement for:

Operation of the Parking Facilities at Bishop International Airport

According to the terms of the proposal made by the Principal therefore, and the Principal shall duly make and enter into a management agreement with the Obligee in accordance with the terms of said proposal and award and shall give bonds for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of its failure to do so, pay the sum hereof as liquidated damages which the Obligee shall suffer by reason of such failure, but not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this proposed Bond this ____ day of _____, 2019.

Principal

ATTEST:

BY:

Corporate Secretary

Surety

APPENDIX D

**LETTER OF INTENT
ACDBE Participation**

Name of Proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

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

Affirmation

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

By _____
(Signature) (Title)

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

(Submit this page for each ACDBE subcontractor.)