



REQUEST FOR INTEREST

Common-Use Lounge Concession

Bid Number: 1034

DUE DATE: October 4, 2019

DUE TIME: 2:00 pm (local)

INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting Statements of Interests from experienced and creative firms to construct and operate a Common-Use Lounge Lease Opportunity at the Gerald R Ford International Airport. The development opportunity consists of a single, post-security lounge area and will be located in the new, expanded Concourse A of the airport which is currently in design (Exhibit A). The terminal facility at GRR is comprised of a central terminal, with a centralized security checkpoint connecting two Concourses – A and B. The expansion of Concourse A positions the Airport to accommodate the continued extensive passenger growth.

Generating \$3.1 billion in annual economic output for West Michigan, GRR ranks as the second busiest commercial service airport in the state serving 31 major market destinations with six airlines offering more than 140 daily non-stop flights. GRR also ranks as one of the area's largest employers with nearly 2,000 professionals currently employed. The Gerald R. Ford International Airport is managed and operated by the Gerald R. Ford International Airport Authority.

This RFI is for discovery and information gathering of potential business partners having interest in financing, developing, constructing and operating a Common-Use Lounge Concession at the Gerald R. Ford International Airport (GRR). This RFI is a planning document and shall not be considered or construed as an obligation on the part of the Authority to enter into a lease or development agreement. The Authority will utilize the results of this RFI in identifying lease candidates and if applicable, make a selection.

Subject to the response received from this RFI, GFIAA may elect to:

1. Issue a Request for Proposals (RFP) from all qualified and interested parties, which may or may not be exclusive to those responding hereto;
2. Forego issuing an RFP and make an award hereunder by utilizing the evaluation criteria and points outlined below;
3. Not proceed with the project at this time.

SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFI Issue Date	September 10, 2019
Question Deadline	September 26, 2019
Submission Due Date	October 4, 2019
Estimated Opening	Summer 2021

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

PROJECT SCOPE

The lounge space will be located near the center of a 15 gate concourse, on the 2nd level overlooking the concourse with views of the terminal apron and airfield. Guests will be welcomed in a public lobby on the main level of the concourse then transitioned upstairs via elevator or stairs to the lounge space. The entire lounge footprint resides just off the south end of the existing concourse (7 gates), at the expanded concourse connection point (8 new gates).

Minimum development requirements and/or features:

- A. Develop approximately 2800 to 3600 square feet of mezzanine level lounge area plus a main level lobby.
- B. Invest a minimum of \$3,000,000 in the lounge facility.
- C. Use of the leasehold is limited to the operation and service of a Common-Use Lounge Concession.
- D. Respondent must possess a minimum of three (3) years of documented and continuous experience in the operation and/or management of a Common-Use Lounge located at an airport.
- E. Respondent will be responsible for construction cost of the space including the structure, vertical passenger circulation, finishes and utilities as well as ongoing expenses including all insurance, fees, maintenance, wired or wireless connectivity, and utilities that service the facility with the exception for HVAC consumption.
- F. Respondent must comply with all airport rules, leasehold development standards, regulations and minimum standards as may currently exist, be promulgated or amended by the GRR in the future which may apply to the facility and operation.

SUBMISSION FORMAT

Submissions should be submitted in the format outlined below:

Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar Common-Use Lounges, will benefit the Airport Authority. Describe the services and amenities to be offered; Illustrate the type of passengers that would benefit from those services and amenities; and explain the proposed fee/revenue structure anticipated to allow access to the lounge.

Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the resources for this project. Include phone number(s), email address(s) and Respondent's website address.

Business Plan– Twelve (12) pages maximum

Provide a description of the specific nature of the operation and service the Respondent's firm proposes at GRR. The business plan should include any specific applicable partnerships the Respondent has with airport lounge access programs and/or partnership lounges which might be available to GRR passengers. Airport lounge access programs may include partnerships with credit card companies, airlines, independent membership access lounge programs, etc. Discuss the Respondent's plan to deliver a differentiating 'hospitality' experience including possible menus and/or services.

Design Capabilities – Six (6) pages maximum

Provide a potential scope of capital improvements which may include floor plans, renderings, lounge area descriptions, color schematics, signage specs, style and theme of the proposed lounge area.

Experience – Three (3) page maximum

Provide a detailed summary of airport lounge industry experience and expertise which demonstrates the ability of the Respondent to operate the Common-Use Lounge concession in a professional manner, including without limitations all applicable licenses, certificates, permits or such other items as required. Background on key personnel should be provided.

Financial Position – Two (2) pages maximum

Provide evidence of Respondent's financial position which would demonstrate the ability of the Respondent to perform the minimum levels of business activities required and enter into a lease agreement as developed by GFIAA.

REQUEST FOR INTEREST SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received in the Gerald R. Ford International Airport Authority office located on the second floor of the terminal building prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

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

- Electronic responses can be securely uploaded as a single pdf document to:
<https://www.dropbox.com/request/HkPOFAzyQMSdxMoViRcR>

Late responses will NOT be considered.

Hard copy submissions shall be submitted in an envelope clearly labeled with the solicitation number, Respondent's name, telephone number, and company name.

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

By submitting the Respondent certifies that the response has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Sales and Marketing material beyond the scope of this request will not be used to determine the award and is not desired. Each submission should be simply and economically prepared, providing a concise description of the Respondent's ability to perform the product or services requested. Emphasis should be on completeness and clarity of content.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criteria may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective Respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

Each submission must be signed by a person authorized to sign contracts on the behalf of the Respondent. The name of the person signing must be followed by title.

REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to purchasing@grr.org prior to 5 pm on September 26, 2019.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion.

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at www.flyford.org.

TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to promote a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Respondent shall not 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, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax exempt and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all

remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document

Termination for Cause: Should the respondent fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Termination Without Cause: Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

The Authority reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question and answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

Exhibit A

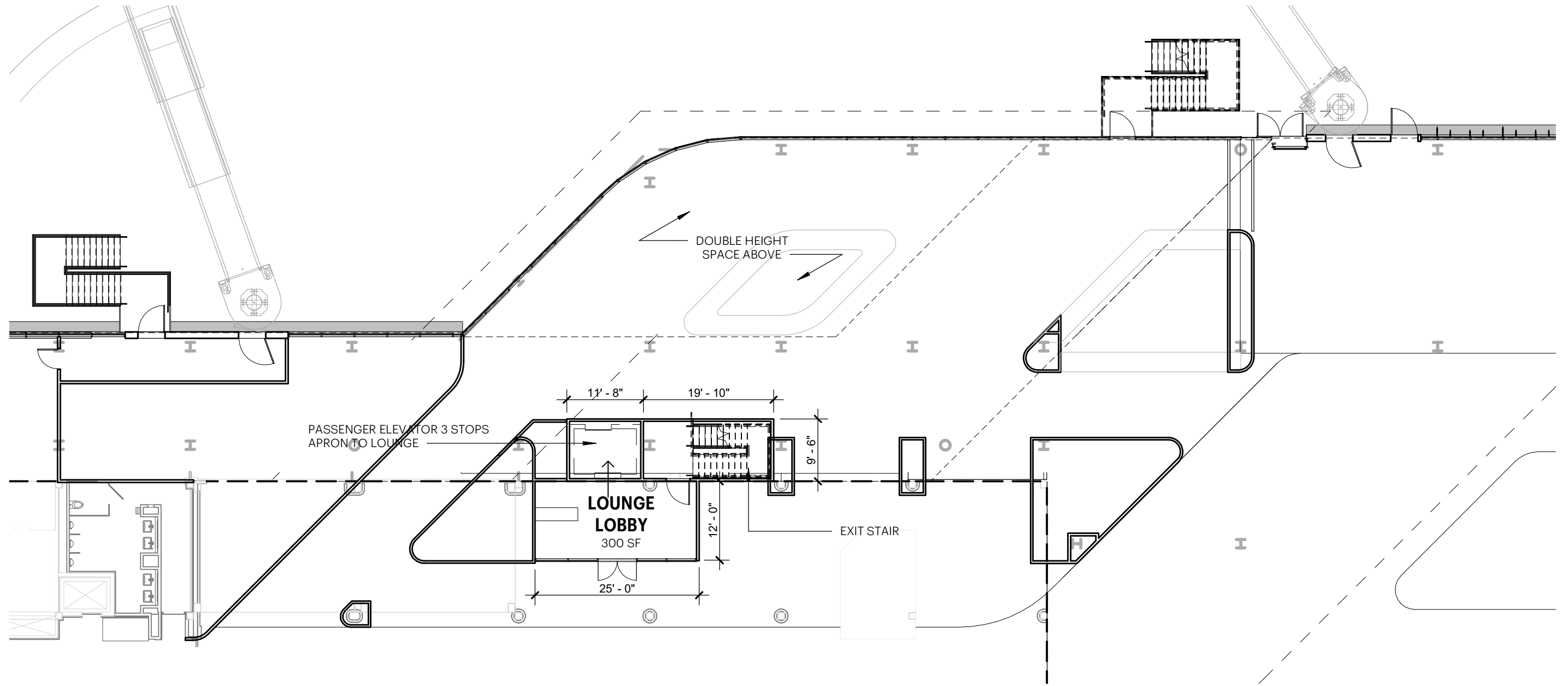
Conceptual Renderings and Floor plans



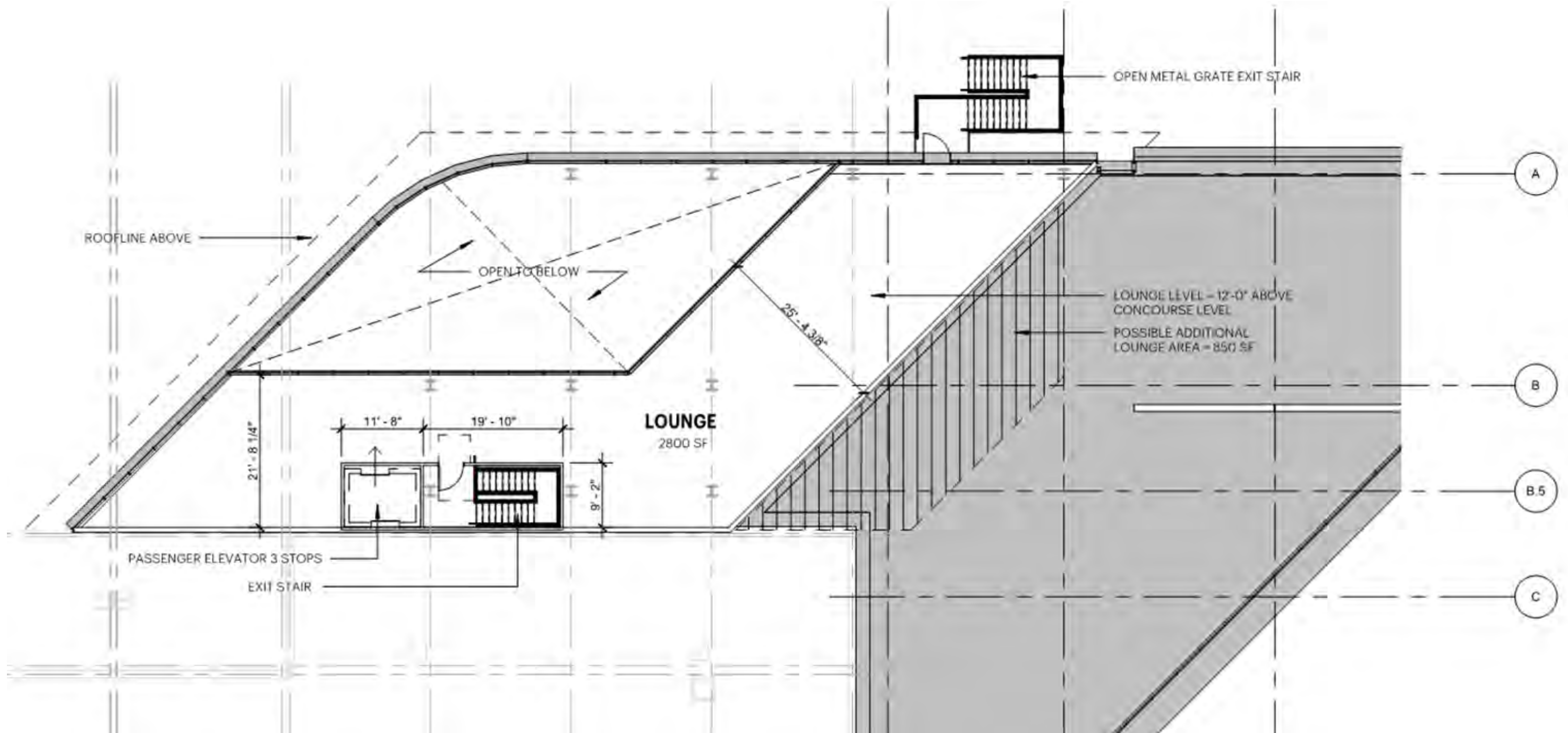
Concourse A, Expansion
510' x 120'

Existing Concourse A,
To Be Widened

Proposed Lounge Location



1 CONCOURSE LEVEL



2 LOUNGE LEVEL

Interior Renderings

