



**Request for Proposals (RFP)
Capital Region Airport Authority (CRAA)**

Solicitation Number	Request for Proposals (RFP) 2025-06
Solicitation Title	Airport Terminal Advertising Program Management
Purpose	CRAA is seeking proposals from qualified entities to manage and optimize the airport’s terminal advertising revenues.
Deadline for Submissions	Friday, November 14, 2025 (4:30 p.m. Eastern time) See page 2 for additional deadlines.
Submit Response to	Katherine Japinga Director of Marketing kjapinga@craa.com
Prohibition Against Supplemental Contact	<u>PROPOSERS ARE STRICTLY PROHIBITED</u> from contacting or otherwise seeking to influence any member of the Authority’s leadership, Board, or staff, either directly or indirectly, outside of the process established by this RFP, once the Authority has issued this RFP. Any such attempts may result in a decision by the Authority to disqualify the Proposer.
Required Bid Copies	One (1) electronic PDF submission, via email
Direct All Inquiries To	Katherine Japinga Director of Marketing kjapinga@craa.com
This RFP includes	Section 1—Glossary of Terms Section 2—Background and Scope of Services Section 3—Areas Designated for Advertising Section 4—Submission Requirements and Criteria Section 5—ACDBE Requirements Section 6—Federal Requirements Section 7—Additional Information Exhibit A—Selected Images of Terminal Interior Exhibit B—Designated Premises Exhibit C—Draft Agreement

REQUEST FOR PROPOSALS (RFP) 2025-06
for
Airport Terminal Advertising Program Management

Issue Date: Monday, October 13, 2025

Deadline to RSVP for tour: Monday, October 20, 2025 (4:30 p.m. Eastern time)

Optional facility tour: Wednesday, October 22, 2025 (10:00a Eastern time)

Deadline to submit questions: Friday, October 24, 2025 (4:30 p.m. Eastern time)

Proposal deadline: Friday, November 14, 2025 (4:30 p.m. Eastern time)

CRAA Contact: Katherine Japinga
Director of Marketing
kjapinga@craa.com

DESCRIPTION: The Capital Region Airport Authority (CRAA or “the Authority”) is seeking proposals from qualified entities to manage and optimize the airport’s terminal advertising program and resulting revenues.



IMPORTANT: It is the responsibility of prospective respondents to monitor the Authority’s website for potential updates to this RFP.

SECTION 1—GLOSSARY OF TERMS

- 1) **Airports:** Capital Region International Airport (Lansing, Michigan) and Mason Jewett Field (Mason, Michigan). This particular opportunity relates solely to Capital Region International Airport.
- 2) **Airport Concessions DBE Program:** A Federally mandated program to optimize opportunities for qualified Disadvantaged Business Enterprises within the airport's concessions realm.
- 3) **Board:** The governing body of the airport.
- 4) **Business:** An individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
- 5) **Currency:** All monetary references in this document are in U.S. dollars.
- 6) **Contractor:** The successful awarded bidder of a solicitation, who is legally bound to the contract.
- 7) **Capital Region Airport Authority:** Owner and operator of the Capital Region International Airport and Mason Jewett Field.
- 8) **Form of Agreement or FOA:** See Exhibit C.
- 9) **Freedom of Information Act (FOIA):** Regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
- 10) **Holiday:** The legal holidays observed by the Airport Authority. (New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve)
- 11) **Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.
- 12) **Nonresponsible Bid:** A bid submitted in reply to an RFB issued by the Airport Authority where the bidder does not meet all the minimum qualifications.
- 13) **Nonresponsive Bid:** A bid submitted in reply to an RFB issued by the Airport Authority, which does not conform to all material requirements of the RFB.
- 14) **Notice of Award:** Written notification from the Airport Authority to the successful bidder that they have been awarded the contract.

- 15) **Notice to Proceed:** Written authorization from the Airport Authority to the successful bidder to proceed with the work defined in the contract.
- 16) **Partnership:** An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for the losses to the extent of his or her personal assets.
- 17) **Responsible Bidder:** A bidder who is qualified in all respects to fully perform the required services or to provide the required goods and who possesses the integrity, experience, and the reliability necessary for the good faith performance.
- 18) **Responsive Bidder:** A bid timely submitted by a bidder in reply to, and in conformity with all material requirements of a Request for Bids.

SECTION 2—BACKGROUND AND SCOPE OF SERVICES

- 1) The Capital Region Airport Authority ("the Authority" or "CRAA") was established in 1970 by State legislation, and is an independent political subdivision within the State of Michigan.
- 2) The Authority owns and operates Capital Region International Airport (LAN), a commercial service airport supporting both scheduled and charter passenger service, including seasonal international service as well as domestic destinations, as well as significant cargo operations, corporate and general aviation activities.



- 3) The airport is currently designated by the Federal Aviation Administration (FAA) as a Nonhub Primary airport. The airport's scheduled and charter passenger services support a significant catchment area covering much of the central region of the State of Michigan.
- 4) The Airport is one of two airports in the state of Michigan with a U.S. Customs and Border Protection Federal Inspection Station.
- 5) During the 12-month period ending June 30, 2025, more than 250,000 passengers flew into or out of the airport, on scheduled flights with American Airlines, Delta Air Lines, Breeze Airways, as well as chartered flights operated by Apple Vacations, Sun Country, and others.
- 6) The Airport is readily accessible from Interstate 96 and Interstate 69 as well as U.S. Route 127.
- 7) The airport's catchment area includes 580,000 people within a 30-minute drive-time. At 45 minutes, that figure grows to 1.2 million people.
- 8) The three central counties (Ingham, Clinton, and Eaton) within the catchment area

have collectively experienced population growth of more than half a percentage point over the last five years, while the state's overall population growth has declined over the same period.

- 9) The Airport's catchment area also includes several major employers, including:
 - Ford (\$3.5 billion battery plant, 2,500 employees)
 - GM (\$7 billion across four manufacturing sites)
 - Shyft (730 employees, \$16 million investment)
 - ADASTEC (New headquarters under construction)
 - General Motors (4,183 employees)
 - Peckham (2,200 employees)
 - Dart Container (2,000 employees)
 - Demmer Corp. (1,100 employees)
 - John Henry (609 employees)
 - Michigan State Univ. (50,023 students and 11,118 employees)
 - Lansing Community College (1,800)
 - Lansing School District (1,490)
 - University of Michigan Health Sparrow (9,000 employees)
 - McLaren Health (3,000 employees)
 - State of Michigan (13,880 employees)
- 10) The Airport's public terminal is also frequently used by business, economic, and civic organizations for special events and functions that routinely bring in additional prospective consumers of wholesale, retail, and service-oriented businesses.
- 11) The Authority also leases and rents terminal space to other entities for several recurring educational and economic development purposes. This means that people of every generation and a broad range of socioeconomic backgrounds come through the terminal on a regular basis.
- 12) The Authority desires a broad advertising program that includes consumer-focused content, business-to-business content, and business-to-government content. The goals for the advertising program include:
 - a. Optimize non-aeronautical revenue through a dynamic advertising program, using both traditional and digital advertising formats throughout the public spaces of the airport terminal.
 - b. Provide engaging, relevant, and aesthetically pleasing advertising content that works well with the Airport's environment and contributes positively to the economy of the mid-Michigan region generally and the Lansing capital region specifically.
 - c. Use leading-edge technology and data-driven approaches, including dynamic digital displays based on target customer groups, programmatic advertising, and location-based marketing, to optimize advertising timing, duration, frequency, and placement.

- d. Support local and diverse businesses, including opportunities for local, minority-owned, women-owned, and small / emerging businesses to participate in the Airport's advertising program.



75-mile radius (roughly 90-minute drive-time) around Lansing's Capital Region International Airport

- 13) The Authority intends to award a contract pursuant to this RFP, for an initial base term of three (3) years, with up to two (2) options to extend (if mutually agreeable), with each option being for another single year. This translates to a maximum contract term of 5 years.

- 14) The selected Proposer will:
- a. Conduct an initial comprehensive market analysis, followed by periodic updates as economic and market conditions warrant;
 - b. Develop a strategic plan to optimize advertising revenues;
 - c. Develop a marketing plan;
 - d. Prepare recommendations for Authority review and approval of locations and formats;
 - e. Contact prospective advertisers, negotiate terms and conditions for advertising spaces and technology, and manage the associated contracts;
 - f. Coordinate creative design, including any proposed design standards;
 - g. Present proposed content to the Authority for review and approval.
 - h. Coordinate final installation of advertising content, including fixed (physical) and digital formats;
 - i. Monitor condition of advertising assets, and arrange for repairs or updates as needed to maintain high aesthetic standards;
 - j. Maintain content software for all digital displays;
 - k. Report monthly sales and gross revenues, including delineation by market sectors and by categories required by the FAA for Airport Concessions Disadvantaged Business Enterprise (ACDBE) reporting.

Because the Authority reserves the right to review and approve content, placement, etc., it is crucial that Proposers avoid making any premature commitments to prospective advertisers.

- 15) The Authority is prepared to consider advertising in any of the following types and formats, and to consider other concepts as well:
- a. Wall-mounted posters, wraps, clings, or projection displays
 - b. Column wraps
 - c. Digital monitors
 - d. Fixed backlit displays
 - e. Rack card displays
 - f. Stand-alone or mounted tensile displays
 - g. Public wi-fi splash-page advertising
 - h. Custom display cases
 - i. Hanging banners
 - j. Jet bridges (interior and exterior)

The Authority will reserve the right to review and approve any and all types, locations, and content of advertising. The airport serves a broad and diverse population, and it is crucial to avoid any kind of potentially offensive content.

The Airport already has certain wall surfaces dedicated to existing civic and public purposes, including educational institutions. The Authority may be open to the possibility of repurposing some such surfaces depending upon the nature, magnitude, and longevity of the associated revenue commitments.

The Authority is not likely to approve floor-surface advertising unless it is accomplished using projected imagery.

- 16) The Authority intends to make this contract largely exclusive, meaning that the selected Proposer will have right-of-first-refusal to utilize all spaces designated in Section 3 (and Exhibit B) for advertising. However, if the selected Proposer is unable to use a given space or surface, and if the Authority identifies another purpose for that space (including advertising that it can sell on its own), then the Authority will give the selected Proposer 30 calendar days' notice before proceeding on its own. This provision is reflected in the draft Agreement in Exhibit C.
- 17) The Authority has a number of existing advertising agreements in place. The Authority intends to keep those provisions in place for the remainder of their existing durations. As each of those agreements expire, the selected Proposer will be required to offer those advertisers right of first refusal to establish new agreements in the same locations, with a cost increase that is less than or equal to the published Consumer Price Index (CPI) or successor indicator established by the U.S. Federal government. This provision is reflected in the draft Agreement in Exhibit C.
- 18) During the 10-year period from 2016-2025, the average annual advertising revenues has been \$23,475.87. The peak year was 2018, at \$37,187.00.

During the past five years (2021-2025), the peak year was 2024, at \$24,662.50.
- 19) The Authority is currently undertaking a terminal-area study in anticipation of several substantial renovation and reconfiguration projects, some of which will have significant impacts on the terminal interior. The selected Proposer will have to be prepared to work within an environment that may involve significant and impactful construction beginning within the next 18-24 months.
- 20) The Authority will retain responsibility for:
 - a. Providing vendor access for installation of advertising materials.
 - b. Providing electrical service for lighting and display apparatus.
 - c. Maintaining a free public wi-fi system.
 - d. Providing access to airport conference facilities, as available, to support sales-related meetings.
 - e. Providing discounted or zero-cost parking at the airport for concessionaire and advertisers for official meetings held at the airport.
 - f. Reviewing (and either approving, rejecting, or providing feedback on) all advertising submissions within seven (7) calendar days.
 - g. If desired by the selected Proposer, purchasing, installing, and maintaining any approved digital displays (including hardware, software, and cybersecurity protections).

21) The Authority currently has advertising agreements directly with the following types of advertisers:

- Commercial / industrial service providers
- Regional healthcare providers
- Regional educational institutions
- Regional musical performance organizations
- Regional cultural institutions

After award of contract, the Authority will provide the selected Proposer with copies of these agreements including their existing commercial terms and conditions.

22) The Authority retains full authority to consider possible naming rights or sponsorships for particular spaces within the terminal. The selected Proposer will be free to offer suggestions or recommendations in this regard, but the Authority will retain complete authority in this realm.

23) There will be no advertising of products or services that directly compete with the Authority or its tenants (including but not limited to airlines), which could lead to lost revenue and/or possibly damage the goodwill of the Airport.

24) The selected Proposer must also make every effort to obtain meaningful and substantial participation of Airport Concession Disadvantaged Business Enterprises ("ACDBE"s) in all aspects and phases of the Program as described in more detail in this RFP and the Draft Agreement, including but not limited to employment, marketing/promotion, operations, maintenance, and management of the Program.

SECTION 3—AREAS DESIGNATED FOR ADVERTISING

The Authority intends to make the following spaces and surfaces available to the selected Proposer for the purpose of revenue-generating advertising:

- 1) All opaque vertical surfaces within the public spaces of the passenger terminal, that are not designated for mandatory public notices (pursuant to Federal, state, or local laws, regulations, or ordinances), or already being used for public-service announcements, civic or educational purposes, or already being leased for advertising or other purposes.
- 2) Nonsecure interior public areas on the ground floor of the terminal, including ticketing, baggage claim, public circulation areas, and public restrooms.
- 3) The area immediately surrounding the TSA checkpoint is excluded from the advertising program due to the importance of ensuring that passengers not be distracted by issues other than the security screening process. The areas known as Spartan Landing, the Friendship Room, the Chris Holman Room, the Community Room, and areas set aside for the 24/7 Market, Eaton Regional Education Service Agency (RESA), and the Michigan Business Network are also excluded, as are all spaces leased to the rental car agencies, leased or assigned airline space. There are some limited opportunities within portions of the Federal Inspection Services (FIS) international arrivals facilities.
- 4) Secure interior public areas of the terminal, including the entire concourse, gate holdrooms, public circulation areas, passenger boarding bridges (both interior and exterior), and public restrooms.
- 5) Areas that are already included in concession agreements (such as the Brewport restaurant and the 24/7 Market) are excluded from the advertising program, as well as surfaces that are needed for airline signage and postings (including Federally mandated postings).
- 6) No exterior surfaces are included in the scope of the advertising program.
- 7) None of the airport's administrative offices, FAA Airport Traffic Control Tower, or other facilities are included in the scope of the advertising program.

Please see Exhibit B for a diagram of the designated spaces.

SECTION 4—SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

- 1) **PROPOSERS ARE STRICTLY PROHIBITED** from contacting or seeking to influence any member of the Authority's leadership, Board, or staff, either directly or indirectly, on their own or through a separate representative, outside of the process established by this RFP, once the Authority has issued this RFP. **Any such attempts may result in a decision by the Authority to disqualify the Proposer.**
- 2) All proposals must be submitted in PDF format, with one-inch (1") margins and 12-point typeface throughout.
- 3) The primary evaluation and selection criteria follow in the table on the following page. However, the Authority reserves the right to make a selection based on the full range of criteria, including other considerations not specifically listed below.
- 4) It is not necessary or recommended for Proposers to expend time, money, or other resources assembling glossy presentation materials such as photographs or diagrams. Likewise, it is neither necessary nor recommended for Proposers to spend time visiting the airport¹, conducting space studies, or developing premature concepts.
- 5) The signed Proposal shall be considered a firm offer by the Proposer. All Proposals (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by the Authority. The selected Proposer must be prepared to have its Proposal and any subsequent correspondence or documentation incorporated into the final Agreement, either in part or in its entirety, at the Authority's discretion. Any false or misleading statements found in a Proposal is grounds for disqualification of the Proposer and termination of an Agreement at any time post-award.
- 6) In the interest of clarity, the Authority has integrated its selection criteria with the submission requirements in the table below. The page limits will be strictly enforced. If a proposal exceeds 40 pages, then the Authority reserves the right to limit its review to the first 40 pages. Likewise, Proposers must not include external links. The Authority reserves the right to review only the proposal as submitted, in accordance with the table that begins on the next page:

¹ Other than the optional scheduled tour being offered by the Authority.

Section Content	Required Format	Weight (Points)
<p>Section A—Demonstrated Experience and Expertise. This section must clearly demonstrate that the Proposer has at least ten (10) years of successful experience in developing and implementing airport terminal advertising programs.</p> <p>Describe at least three (3) comparable advertising at similarly sized airports, including at least one airport with phased renovation work within the terminal.</p> <p>If the lead Proposer anticipates using any third-party services, the Proposal must identify those entities with a clear explanation of the scope of their work.</p>	Limit 5 pages.	Maximum 25 points
<p>Section B—Proposed Key Staff. This section must clearly demonstrate that the proposed Advertising Sales Manager and any other key staff bring the necessary experience and expertise to successfully develop and implement a new advertising program in an airport environment.</p> <p>Provide a resume for the Advertising Sales Manager and any other key staff.</p> <p>List other personnel who would support this effort, including 3-5 bullets highlighting each person's experience and proposed role.</p>	Limit 8 pages (no more than 3 resumes for key team members (2 pages per resume), followed by up to 2 pages outlining any other supporting personnel.	Maximum 25 points
<p>Section C—Proposed Approach. This section must provide an overall description of how the proposer would go about this program. It is <u>NOT</u> necessary to include any location-specific concepts such as logos, advertising themes, etc. It is <u>CRUCIAL</u>, however, to demonstrate that the lead entity knows how to plan and manage this process, including affected stakeholders.</p>	Limit 5 pages	Maximum 15 points
<p>Section D—Financial Proposal. Provide a detailed explanation of your proposed approach to revenue-sharing. This section must make it clear how your proposed approach will optimize gross revenues as well as net</p>	Limit 2 pages	Maximum 25 points

Section Content	Required Format	Weight (Points)
<p>revenues flowing to the Airport Authority.</p> <p>The Authority is seeking a minimum of fifty (50) percent of Gross Revenues (“Gross Revenue Share”) for the first three years, and a minimum of sixty (60) percent for any optional extensions. However, the Authority encourages proposers to bid higher-level percentages to be competitive and maximize the chances that the Authority will proceed with an award.</p> <p>All proposers must also include a dollar figure for a proposed Minimum Annual Guarantee (MAG) for the first year. For all subsequent years, the MAG will be 102.5% of the prior year’s actual Privilege Fees.</p> <p>Proposers are also invited to propose a minimum capital investment. However, this is not required at the proposal stage.</p> <p>The Authority is prepared to consider installing additional digital hardware, software, connectivity, and cybersecurity protection,² but proposers would have to indicate this preference in their proposal, and indicate what adjustments to the Gross Revenue Share they would offer the Authority in return.</p>		
<p>Section E—ACDBE Participation Describe how you will meet the airport’s Small Business Element (SBE) requirements, including the completion of Small Business Participation Form.</p>	<p>Limit 1 page (<i>page count does not include the required forms</i>)</p>	<p>Maximum 5 points</p>
<p>Section F—Exceptions. Identify any concerns with the Agreement and any proposed revision(s).</p>	<p>Limit 2 pages</p>	<p>Maximum 5 points</p>
<p>Section G—Conflicts. Identify any organizational or individual conflicts of</p>	<p>Limit 1 pages</p>	<p>Not evaluated quantitatively, but</p>

² Such installation would be subject to Board approval as part of the FY-2027 capital budget process. Therefore, any such investments would not occur until at least July 1, 2026.

Section Content	Required Format	Weight (Points)
interest (real or perceived), along with proposed mitigation measures.		may be a disqualifying factor if the proposed mitigation is inadequate in the Authority's sole discretion.
Totals	Limit 24 pages	Up to 100 points

Without in any way limiting the Authority's right to reject any or all Proposals, Proposers are cautioned that any of the following may be considered sufficient cause to disqualify a Proposer and reject a Proposal:

- Failure to meet the eligibility requirements set forth in the Scope of Services;
- Submission of more than one Proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under;
- Evidence of collusion among Proposers; or
- Improper communication or attempts to communicate with the Authority as described previously in this document.

Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals, or other irregularities of any kind. All of the foregoing notwithstanding, the Authority reserves the right to waive any irregularities in its sole discretion.

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SECTION 5—AIRPORT CONCESSIONS DISADVANTAGE BUSINESS ENTERPRISE (ACDBE)

The U.S. Department of Transportation issued an Interim Final Rule (IFR) for the DBE and ACDBE programs, effective October 3, 2025. This RFP aligns with the provisions outlined in the new IFR. Guidance from the FAA on implementation is pending.

The requirements of 49 Code of Federal Regulations (CFR) Part 23, Regulations of the U.S. Department of Transportation, apply to this contract. It is the Authority's policy 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 proposals.

Award of this contract will be conditioned upon satisfying the ACDBE Requirements of this contract. These requirements apply to all bidders, including those who qualify as a ACDBE. An ACDBE contract goal has not been established for this agreement. However, CRAA strongly encourages participation from ACDBE entities. To facilitate this, the Authority has implemented a Small Business Element for this contract, ensuring that all ACDBE regulations apply to this concession.

The Authority has determined that entities submitting proposals for the opportunity must submit the Small Business Participation Form and Active Participation List located at the end of this section.

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Small Business Participation Form

Airport Sponsor:	Capital Region Airport Authority
Airport Name:	Capital Region International Airport
City, State:	Lansing, Michigan
RFP Solicitation for:	Airport Terminal Advertising Program Management
Federal Fiscal Year:	FY-2026 through FY-2028

All Proposers must list any small businesses (including certified ACDBE's) that will be participating in this contract. All Small Businesses that are entered below must meet the criteria outlined in CRAA Small Business Element listed in the agreement.

Make additional copies if needed:

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Business Name:	
Work to be performed:	
Estimated cost of work:	
Business address:	
City, State, and Zip code:	
Telephone:	
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

FOR CRAA USE ONLY:

Accepted by: _____ Date: _____

Active Participation List

The sponsor is required by CFR Title 49, Subtitle A, Part 23, subpart A, § 23.27(c) to collect active participation information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime concessionaire or sub-concessionaire (successfully or not).

As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this opportunity. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: _____ **Bid Date:** _____

Concession Name: _____

Firm Name	Firm Address (including ZIP code)	ACDBE or Non-ACDBE Status	NAICS Code(s) of Scope(s) Bid	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

Bidders and potential sub-concessions / suppliers Information:

If additional space is needed, copy this form and submit with your original proposal

This form must list all firms that supplied a quote (successful or not) and submitted with the proposal.

SECTION 6—FEDERAL REQUIREMENTS

The Authority is legally bound by a number of Federal requirements, many of which also apply to contractors retained by the Authority. In the language that follows below, the term “Contractor” should be understood to refer to a successful Firm/Team under this anticipated procurement.

Title VI Solicitation Notice

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

SECTION 7—ADDITIONAL INFORMATION

- 1) Responses to questions, if any, will be issued by addenda posted to <https://www.flylansing.com/business/business-opportunities>. All questions regarding this RFP must be submitted in writing to Katherine Japinga, Director of Marketing. Questions must be emailed to kjapinga@craa.com by the deadline set forth on page 2 of this RFP. No additional questions will be accepted after the deadline unless the Authority determines that it is in its best interests to do so. Oral interpretations shall be of no force and effect.
- 2) The Authority reserves the right to revise, update, and/or cancel this solicitation at any point in the process.
- 3) The Authority reserves the right to extend the submission deadline, or to postpone the award of an agreement.
- 4) The Authority reserves the right to negotiate cost, terms, or conditions of any proposal determined by the Authority to be in its best interests.
- 5) The Authority cannot reimburse any entity for costs incurred in responding to this opportunity.
- 6) All proposals received become and remain the property of the Authority.
- 7) All information submitted may be subject to public disclosure under the Freedom of Information Act (FOIA) in accordance with state law.
- 8) The Authority reserves the right to develop a short list, to conduct interviews or other meetings with one or more Proposers, and/or to seek any clarifications that the Authority requires from any single Proposer, based solely on the contents of the proposals submitted.
- 9) The Authority reserves the right to cancel this solicitation, or to conduct a separate solicitation if the Authority determines it is in the Authority's best interests, or to proceed with a different method of soliciting advertising in the airport environment, using a different process than outlined in this RFP.

EXHIBIT A—SELECTED PHOTOGRAPHS IN EXISTING TERMINAL

Many (but not all) of the following images are extracted from an online, user-controlled virtual tour that is publicly available at <https://www.flylansing.com/airport>.

Ground floor, eastern end of terminal—passageway to employee parking lot, adjacent to the international arrivals facility.



Ground floor, eastern end of terminal—meeter-greeter waiting area adjacent to the international arrivals facility.



Ground floor, eastern end of terminal—looking east toward international arrivals facility. Ticket counters to the left.



Ground floor—typical entrance vestibule.



Ground floor—ticketing area.



Ground floor—ticketing area.



Ground floor—TSA security checkpoint.



Second floor—at top of escalators and stairs looking down to ground floor.



Second floor—at top of escalators and looking toward western gates



Second floor—looking back at top of escalators



Second floor—at top of escalators and looking toward western gates



Second floor—looking westward along southern interior wall of concourse



Second floor—looking eastward along southern interior wall of concourse



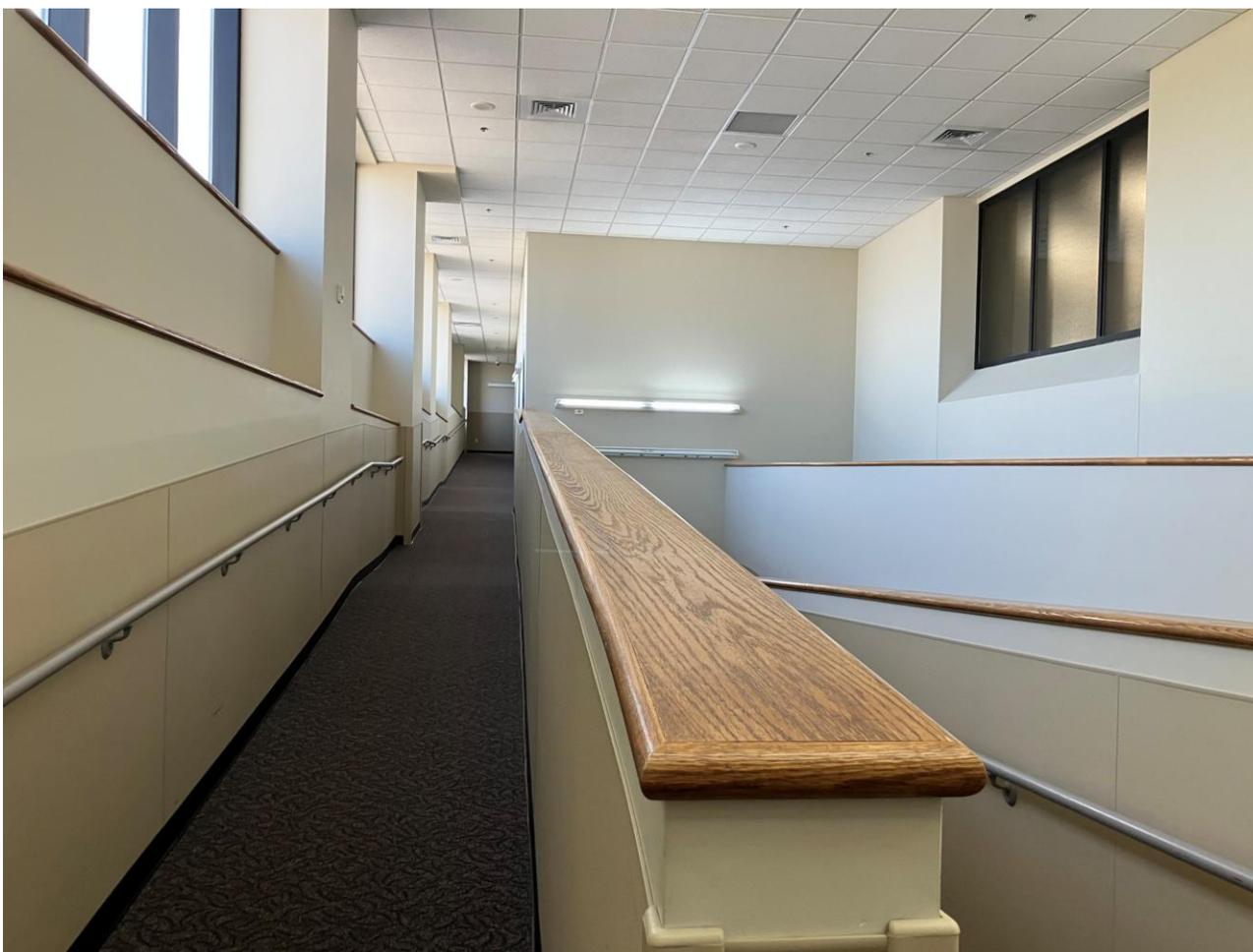
Second floor—continuing eastward toward International Gate 9



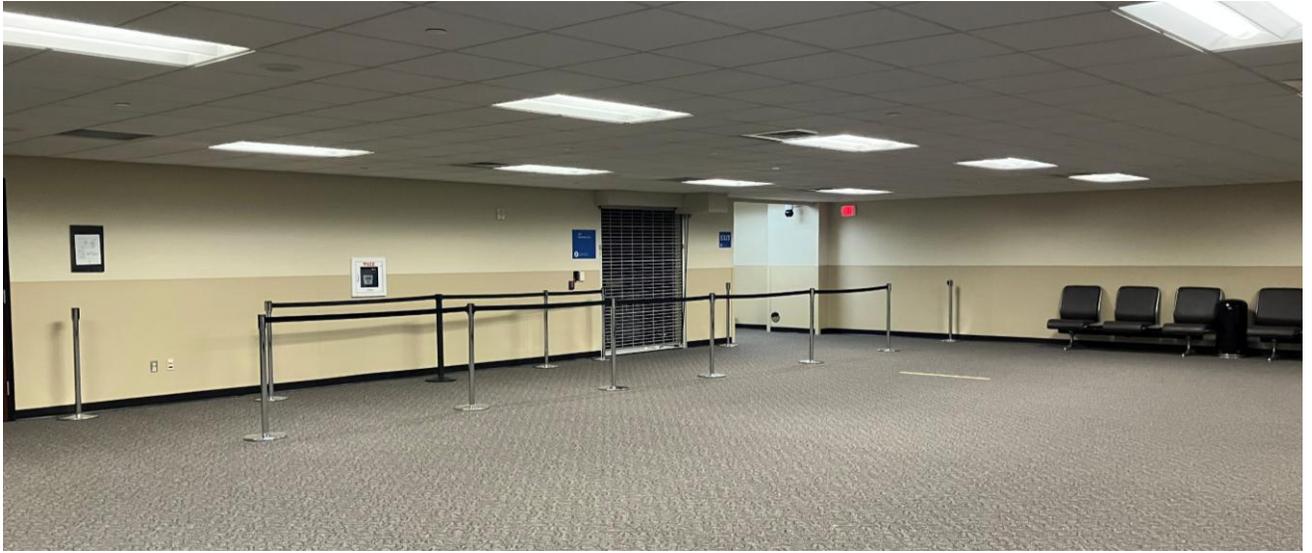
Second floor—International Gate 9



Second floor—Federal Inspection Services (FIS) international arrivals facility



First floor—Federal Inspection Services (FIS) international arrivals facility



First floor—exit hall from international arrivals facility



First floor—domestic baggage claim



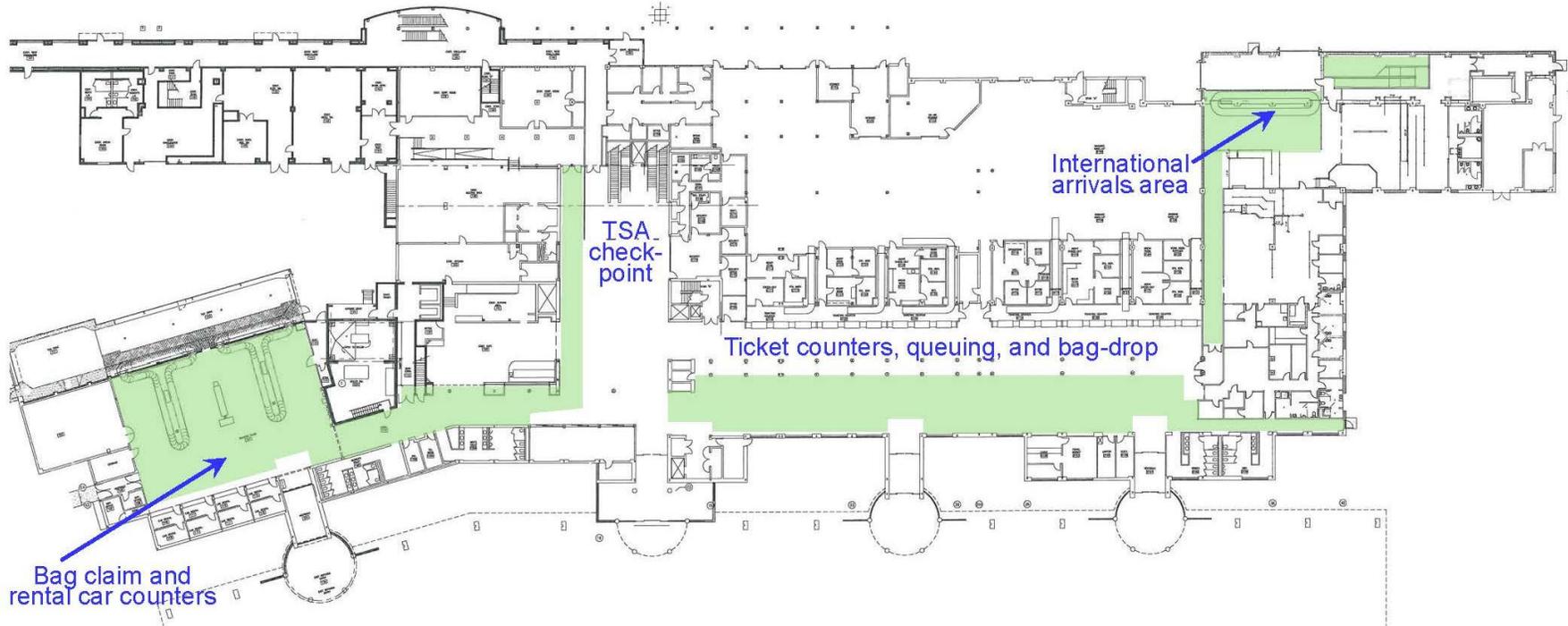
First floor—typical entry-exit vestibule between terminal and roadway



EXHIBIT B—DESIGNATED ADVERTISING SPACES

Existing Layout, Ground Floor

■ General areas available for advertising within the lower-level, public (nonsecure) areas



Existing Layout, Upper Floor

■ General areas available for advertising within the upper level, secure-area concourse

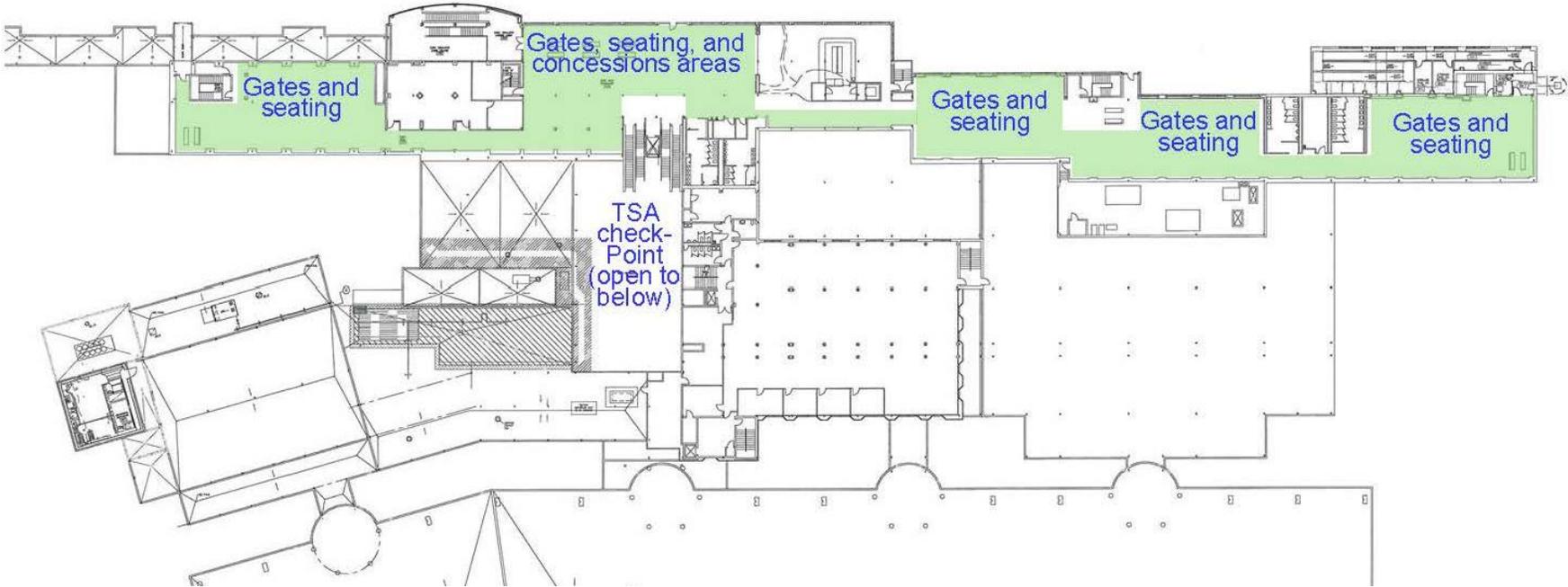


EXHIBIT C—DRAFT AGREEMENT

Agreement between the

Capital Region Airport Authority (CRAA)

Lansing, Michigan

and

[Selected Concessionaire]

City, State

to provide

**In-Terminal Advertising Concession
Management**

at the

Capital Region International Airport

Lansing, Michigan

AGREEMENT

The Capital Region Airport Authority (hereafter referred to as “CRAA” or “Authority”) hereby enters into this Agreement with **[INSERT NAME OF SELECTED CONCESSIONAIRE]** (hereafter referred to as “the Concessionaire”) as of the date executed. The Authority and Concessionaire may hereafter be referred to as “the Parties” to this Agreement. The Concessionaire is hereby authorized and responsible for providing the services outlined in Section 3 (“Scope of Work”) beginning on page 10.

Table of Contents

1. Acronyms and Abbreviations.....	6
2. Definitions.....	6
2.1 Advertiser.....	6
2.2 Advertising Program.....	6
2.3 Agreement.....	7
2.4 Airport.....	7
2.5 Airport Concessions Disadvantaged Business Enterprise (ACDBE).....	7
2.6 Airport Rules and Regulations.....	7
2.7 Airport Terminal	7
2.8 Board.....	7
2.9 Capital Region	7
2.10 Capital Region Airport Authority.....	7
2.11 Concession	8
2.12 Concession Improvements	8
2.13 Concessionaire	8
2.14 Contract Year.....	8
2.15 Currency.....	8
2.16 Day(s).....	8
2.17 Effective Date	8
2.18 Eligible Advertising Area.....	8
2.19 Expiration Date	8
2.20 Fiscal Year.....	9

2.21 Gross Revenues..... 9

2.22 Gross Revenue Share 9

2.23 Minimum Annual Guarantee (“MAG”)..... 10

2.24 Month(s)..... 10

2.25 Parties..... 10

2.26 Percentage Fee 10

2.27 President and Chief Executive Officer (CEO)..... 10

2.28 Privilege Fee 10

3. Scope of Work..... 10

3.1 Overview..... 10

3.2 Concessionaire’s Core Responsibilities11

3.3 Advertising Specifications 12

3.4 Level of Service 12

3.5 Concession Manager..... 13

4. Airport Concessions Disadvantage Business Enterprise (ACDBE) Regulations and Reporting
..... 13

4.1 Policy 13

4.2 Non-Discrimination Clause 13

4.3 Compliance Agreement..... 13

4.4 Reporting Requirements 14

4.5 Small Business Element..... 14

4.5.1 Objective and Strategies 14

 Definition/Verification 14

 Monitoring/Record Keeping 15

 Assurances 15

5. Term of the Agreement 20

5.1 Base Term 20

5.2 Optional Extensions 20

5.3 Termination for Convenience 20

5.4 Termination for Cause..... 20

5.5 Holdover Provisions..... 21

5.6 Rights and Obligations upon Expiration or Termination 21

5.7 Transition at Conclusion of Agreement 22

5.8 Advertiser Rights Beyond the Duration of the Agreement 22

6. Compensation and Records..... 23

6.1 Collection, Accounting, and Reporting..... 23

6.2 Privilege Fee to the Authority 23

6.3 Additional Fees and Charges 24

6.4 Accrual of Interest on Overdue Payments 24

6.5 Liquidated Damages for Overdue Reports 24

6.6 Remittance of Payments 24

6.7 Required Annual Audit 24

6.8 Record Retention and Right of the Authority to Conduct Audits 25

6.9 No Compensation of Concessionaire..... 25

6.10 No Warranty of Economic Viability 25

7. Other Terms and Conditions 26

7.1 Concessionaire Employees 26

7.2 Liability..... 26

7.3 Responsibility for Claims and Liability 26

7.4 Worker’s Compensation and Public Liability Insurance 26

7.5 Governing Law and Compliance with Applicable Laws 26

7.6 Assignment and Transfer 27

7.7 Contractual Disputes..... 27

7.8 State and Federal Taxes..... 27

7.9 Fringe Benefits..... 27

7.10 Unemployment Compensation..... 27

7.11 Confidential Information 27

7.12 Conflict of Interest 28

7.13 Total Agreement..... 28

7.14 Severability 28

8. Federal Requirements 29

8.1 Compliance with Nondiscrimination Requirements 29

8.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities 30

8.3 Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program ... 31

8.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
..... 32

8.5 Domestic Preference for Procurements 32

8.6 Federal Fair Labor Standards Act 33

8.7 Occupational Safety and Health Administration..... 33

8.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment33

9. Execution 34

Exhibit A—Eligible Advertising Area 1

Exhibit B—ACDBE Reporting Format 1

1. Acronyms and Abbreviations

AATF	Airport and Airway Trust Fund
AIP	Airport Improvement Program
AC	Advisory Circular
ACDBE	Airport Concessions Disadvantaged Business Enterprise (also see Section 2.5)
CFR	Code of Federal Regulations
CRAA	Capital Region Airport Authority
DBE	Disadvantaged Business Enterprise
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOIA	Freedom of Information Act ¹
ICAO	International Civil Aviation Organization
MAG	Minimum Annual Guarantee
MDOT	Michigan Department of Transportation
NASEM	National Academies of Science, Engineering, and Medicine
NEPA	National Environmental Policy Act
NTSB	National Transportation Safety Board
PFC	Passenger Facility Charge
USC	United States Code
USDOT	United States Department of Transportation

2. Definitions

As used in this Agreement, unless a different meaning is clearly required, the following terms shall have the meanings set forth below. These definitions shall apply regardless of whether the term is capitalized.

2.1 Advertiser

Any person, business, corporation, or any other legal entity with whom the Concessionaire enters into an agreement to provide advertising space, apparatus, and/or services pursuant to this Agreement.

2.2 Advertising Program

A combination of static, digital, dynamic, experiential, and promotional advertising that deliver general and brand messages to airport visitors and employees, on behalf of advertisers in areas designated by the Authority. May include a combination of mediums, including but not limited to signs, posters, dioramas, banners, wall wraps, other mounted or stand-alone displays, rotating

¹ Note that this reference includes both the Federal FOIA statute and a corresponding Michigan statute which has its own different provisions. The Authority, Concessionaire, and any other person or business who is party to this Agreement is required to comply with requests that may be submitted under either or both statutes.

displays, video systems, and any other apparatus designed for the purpose of conveying commercial messages to target audiences.

2.3 Agreement

This Agreement, including any and all exhibits, schedules, subsequent amendments and attachments, executed by and between the Authority and the Concessionaire.

2.4 Airport

The Capital Region International Airport, 4100 Capital City Boulevard, Lansing, Michigan.

2.5 Airport Concessions Disadvantaged Business Enterprise (ACDBE)

Businesses that meet the requirements established by the U.S. Department of Transportation and/or Federal Aviation Administration for the Authority's ACDBE program.

2.6 Airport Rules and Regulations

The Capital Region International Airport "Rules and Regulations Ordinance," dated May 19, 2025, or subsequent and current version. Publicly available online at <https://www.flylansing.com/business/airport-documents>.

2.7 Airport Terminal

The Airport Terminal refers to the passenger terminal at Capital Region International Airport, 4100 Capital City Boulevard, Lansing, Michigan. As defined here, this refers solely to the interior of the passenger terminal, and does not include any other facilities, structures, or spaces at the airport. See Section 2.18 and Exhibit A of this Agreement.

2.8 Board

The governing body of the airport.

2.9 Capital Region

The geographic area surrounding the Capital Region International Airport, including all of Ingham, Clinton, and Eaton Counties, and all areas within a 75-mile radius of the airport.

2.10 Capital Region Airport Authority

Owner and operator of the Capital Region International Airport (Lansing, Michigan) and Mason Jewett Field (Mason, Michigan).

2.11 Concession

A specific set of rights granted by the Authority to the Concessionaire to develop, operate, manage, and maintain an Advertising Program, in accordance with the terms and conditions of this Contract.

2.12 Concession Improvements

Installations or other physical improvements made by Concessionaire (with the approval of the Authority) that are affixed in an enduring or permanent manner to a particular location.

2.13 Concessionaire

The legal entity that is party to this Agreement, and who is therefore bound by this Agreement to develop, maintain and operate the Concession. Concessionaire shall include any and all approved subcontractors, vendors, and suppliers.

2.14 Contract Year

Each twelve (12) month period during the Term, with the first Contract Year beginning on the date of execution and repeating every 12 months thereafter.

2.15 Currency

All monetary references in this document are in U.S. dollars.

2.16 Day(s)

Unless otherwise stated, the term “Day” or “Days” shall refer to calendar days.

2.17 Effective Date

Date of full execution of this Agreement by the Parties.

2.18 Eligible Advertising Area

This refers to interior areas of the Airport Terminal designated as available for advertising. See Exhibit A.

2.19 Expiration Date

The date upon which this Agreement terminates, which shall be three (3) calendar years from the Effective Date, unless the Parties agree to extend the Expiration Date as set forth in Section 5.2.

2.20 Fiscal Year

The Authority operates on a Fiscal Year that begins each July 1 and ends the following June 30. Each Fiscal Year is defined based on when it ends. For example, FY-2026 began on July 1, 2025 and will end on June 30, 2026.

2.21 Gross Revenues

All receipts, whether by coin or currency, on account, by check or credit card, collected or uncollected, derived by Concessionaire as a result of its operation of the Concession granted in this Agreement, but excluding:

- (i) Any amounts paid by Advertisers to reimburse Concessionaire for the design, fabrication, and/or installation of any Advertiser's custom displays, graphics, or any printed materials, unless Concessionaire imposes a fee upon the Advertiser, in which case such fees shall be included in Gross Revenues;
- (ii) Any tax imposed by law and separately reported to and paid by an Advertiser; or
- (iii) Amounts accrued by the Concessionaire but that the Concessionaire deems uncollectable after prudent collection efforts. Prudent collection efforts include all efforts made by Concessionaire, including sending demand letters to all known addresses (physical and electronic) and by engaging third-party collection agencies for at least six (6) months, without successful collection. If an Advertiser enters into bankruptcy proceedings under Chapter 11 of the United States Bankruptcy Code, the Concessionaire must register as a creditor and take all other such steps as may be required under the law before excluding the debt from Gross Revenues. If an Advertiser ceases operations pursuant to Chapter 7 of the United States Bankruptcy Code, then the Concessionaire may exclude the debt from Gross Revenues, but must continue to seek recovery of the debt as permitted under the law.

In the event that Concessionaire is unable to collect amounts due from an Advertiser upon whom Concessionaire had previously based payments, despite diligent collection efforts, such amounts shall be deemed uncollectible, and an appropriate adjustment shall be made in the Concessionaire's subsequent reports and associated fees. If the Concessionaire recovers any part of such amounts after such adjustments, then the Concessionaire must make appropriate subsequent adjustments, excluding only the Concessionaire's documented collection costs.

2.22 Gross Revenue Share

The percentage of Gross Revenue that determines the Percentage Fee that the Concessionaire must remit to the Authority as set forth in Article 6 ("Compensation"). For this Agreement, the Gross Revenue Share is **INSERT WORD (INSERT #)%**.

2.23 Minimum Annual Guarantee (“MAG”)

During the first Contract Year, the MAG will be \$**INSERT FIGURE from the selected proposal or as negotiated**].

During each subsequent Contract Year, the MAG will be the **greater of** either:

- 105% of the MAG during the preceding Contract Year; **OR**
- 90% of the aggregate Percentage Fees for the preceding Contract Year.

2.24 Month(s)

Unless otherwise stated, the term “Month” or “Months” shall refer to calendar months.

2.25 Parties

Collectively, the Authority and the Concessionaire.

2.26 Percentage Fee

The Percentage Fee for any given period is the Gross Revenue Share multiplied by the Gross Revenue for that period.

2.27 President and Chief Executive Officer (CEO)

The President and Chief Executive Officer (CEO) of the Authority, or his or her representative who is duly authorized to exercise functions with respect to the rights and obligations of the Authority under this Agreement.

2.28 Privilege Fee

For any given period, the Privilege Fee is the greater of the Minimum Annual Guarantee (or one-twelfth thereof for a given month) or the Percentage Fee for that period.

3. Scope of Work

3.1 Overview

The Concessionaire will plan and implement a comprehensive Advertising Program designed to maximize net revenues to the Authority, within the parameters set forth within this Agreement.

The Concessionaire will have non-exclusive rights to manage, sell, and maintain the advertising locations identified in Exhibit A, which may include a combination of static and digital advertisements as defined in Section 2.2.

The Concessionaire will plan advertising space in a way that is tasteful, visually appealing, unoffensive, and that preserves sufficient space around each advertisement that passengers and others are not overwhelmed by visual content. Likewise, the Concessionaire will ensure that no advertising encroaches within twelve (12) inches, vertically or horizontally, with any mandatory notices, emergency equipment, telephones, or directional signage posted by the Authority.

The Concessionaire will make all necessary provisions for design, fabrication, installation, maintenance, repair, and associated responsibilities hereunder, at its own expense, in the performance of the Concession.

Concessionaire will install and maintain any new assets or equipment at the Assigned Areas designated by the Authority, at the Concessionaire's sole cost.

[OPTIONAL FOR THE AUTHORITY TO DELETE OR RETAIN: The Authority may invest in additional video display hardware, software, providing connectivity, electricity, and cybersecurity protection / monitoring. If this is the case, then the Gross Revenue Share will be increased by five (5) percentage points (e.g., 70% rather than 65%) as of the date such installations become operational and for the remainder of this Agreement, including any optional extensions.]

The performance of the Concessionaire, its costs, its payments to Advertisers or any third parties in connection with this Agreement, do not constitute rental payments or other considerations for the right to occupy real property, but are costs to the Concessionaire of its obligations to maintain, repair, and otherwise keep the Assigned Areas in good working condition.

3.2 Concessionaire's Core Responsibilities

Specifically, the Concessionaire will:

- (i) Develop and implement a comprehensive Advertising Program that optimizes advertising effectiveness; minimizes visual clutter; creatively reflects the culture, character, and quality of life of the Capital Region; and creates a unique, memorable, and positive impression on visitors to the Airport and the Capital Region, as defined in Section 2.9 ("Capital Region"), regardless of whether they are traveling for business, governmental, civic, academic, or leisure pursuits.
- (ii) Create high-quality and high-impact visible locations, using the latest digital technology where appropriate.
- (iii) Create a unique and engaging Airport guest experience while optimizing customer satisfaction.
- (iv) Ensure the advertising will reach the maximum number of passengers, other airport users, and the public.
- (v) Maintain a professionally-designed, high-quality, innovative Advertising Program using the latest technological innovations, while including local, regional, national, and international concepts and brands.

- (vi) Ensure all advertising is aesthetically consistent with the Airport and its facilities, without interfering with operational safety and efficiency.

3.3 Advertising Specifications

All design, construction, installation, maintenance, relocation and/or removal of advertising will be at Concessionaire's sole cost during the Term of the Agreement.

All equipment, displays, and fixtures will be clean and remain neat, safe, sanitary, in good working order (with no exposed structural elements, wiring, or other internal elements) and in high-quality condition at all times.

Advertising specifications for the design and operation of the Concession will be in keeping with the goals and objectives set forth in the Agreement, and are subject to approval by the President/CEO.

All equipment installed must be new and in good working condition.

Software to be provided by Concessionaire for all digital displays that will allow access to be provided to the Authority.

All advertising must be in full compliance with Americans with Disabilities Act regulations.

The Authority reserves the right to require modifications to the height and/or other dimensions of any advertisement.

Unless approved in writing in advance by Authority, advertisements that hang, move, flash, or emit any kind of noise or odor are expressly prohibited.

3.4 Level of Service

The Concessionaire will:

- (i) Respond to all Authority inquiries, questions, and requests within 3 business days; Practice space utilization in accordance with Authority's minimalist approach; Ensure maximum revenue return to Authority;
- (ii) Provide sufficient staff to ensure immediate repair and replacement of advertisement graphics;
- (iii) Provide a high-level sales team with the ability and experience to solicit, market and sell local, regional, and national advertising;
- (iv) Provide an administrative and financial team with the ability to track all data and to produce customized reports, in a form acceptable to Authority, of all advertisement related data as requested by Authority; and

- (v) Ensure that ACDBEs have appropriate opportunities for participation in the performance of this Agreement.

3.5 Concession Manager

The Concessionaire's Concession Manager will be assigned to the Airport and will be directly responsible for the overall management and performance of the Concession.

The Concessionaire may not remove its designated Concession Manager from providing the Services contemplated by this Contract without approval by the Authority. However, removal of such personnel due to incapacity, voluntary separation, or termination due to just cause will not constitute a violation of this Agreement.

Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Concession Manager being replaced. Concessionaire will not make any personnel changes of the Concession Manager until written notice is made to and approved by the Authority's President and CEO or their designated representative.

4. Airport Concessions Disadvantage Business Enterprise (ACDBE) Regulations and Reporting

4.1 Policy

It is the policy of CRAA to ensure that ACDBEs as defined in 49 CFR Part 23 have an equal opportunity to receive and participate in concession opportunities. Although there is not a contractual goal associated with this contract, the Authority does encourage participation of ACDBEs and all small businesses. See Section 4.5 (Small Business Element).

4.2 Non-Discrimination Clause

This agreement is subject to the requirements of the U.S. Department of transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

4.3 Compliance Agreement

Concessionaires agrees that throughout the Term of this Agreement, the Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State

and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including by not limited to FAA Advisory Circulars and Airport Rules and Regulations.

4.4 Reporting Requirements

The concessionaire will complete and submit a report of ACDBE/SBE Participation to the Authority before December 1 in each year of this contract. See Exhibit B of this Agreement.

4.5 Small Business Element

Objective and Strategies

The Authority has established a Small Business Element to enhance opportunities for small businesses in airport concessions, in alignment with the requirements of the ACDBE program, 49 CFR Part 23.26. The Authority is committed to expanding access to airport opportunities for businesses that meet the Small Business Administration (SBA) size standards.

In the process of taking reasonable steps to eliminate obstacles to small businesses, the Authority employs various strategies to expand participation of small businesses in airport opportunities:

- (1) Establish a race-neutral small business set-aside for certain concession opportunities. CRAA will document the rationale for selecting small business set-aside concession opportunities which may include consideration of size and availability of small businesses to operate the concession.
- (2) Consider the concession opportunities available through all types of concession models.
- (3) On concession opportunities that do not include ACDBE contract goals, require all concession models to provide subleasing opportunities of a size that small businesses, including ACDBEs, can reasonably operate.
- (4) Identify alternative concession contracting approaches to facilitate the ability of small businesses, including ACDBEs, to compete for and obtain direct leasing opportunities.

Definition/Verification

CRAA recognizes a Small Business Enterprise (SBE), in accordance with federal regulations, as a for-profit business that is independently owned and operated, regardless of the owner's race or gender, and whose average gross receipts over the previous five fiscal years do not exceed the SBA size cap, as defined in 49 CFR 23.33. Small business size standards determined by NAICS is outlined in 13 CFR Part 121.201. To be considered as a small business, all businesses must meet the outlined criteria.

CRAA will accept the following forms of verification to determine eligibility as a small business:

- DBE & ACDBE Certifications: Firms certified under the DBE and ACDBE programs are considered verified for participation as SBEs.
- An eligible participant of federal Small Business Administration (SBA) programs, which may include businesses certified as disadvantaged, minority-owned, women-owned, or emerging small businesses, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. The SBA maintains an online listing of eligible, participating small businesses; or
- Certified by a public agency other than those listed above and meets a size standard that is no greater than the SBA size standard. This is required to be a criterion for certification or participation in that public agency program;
- Federal Business Tax Returns: Firms may submit the first page of their federal business tax return for each of the past five fiscal years, provided that each includes a clear summary of gross receipts. Full returns may be requested at CRAA's discretion for further review. These are required to be submitted alongside the Small Business Verification Form and Small Business Participation Form.

Businesses verified through any of these methods, and whose average gross receipts over the previous five fiscal years do not exceed the SBA cap size, will be considered eligible small businesses for the purposes of CRAA's Small Business Element, regardless of race or sex. This verification process is used to deter fraud and abuse within the Small Business Element.

Monitoring/Record Keeping

- CRAA will track and monitor participation by ACDBEs and other small businesses that results from the implementation of this small business element. Participation will be reported annually as part of the Uniform Report of ACDBE Participation
- CRAA will require all concessionaires to complete an annual report of participation, which includes gross receipts, any ACDBE participation, and small business participation.
- CRAA will maintain detailed records of all small business participation in concession opportunities, including both direct leases and subleases. This will include the business name, type of concession model, gross receipts, and whether the business is ACDBE-certified.
- CRAA may periodically audit selected concession agreements or subleases to verify compliance with program requirements, including accurate reporting and continued small business eligibility.

Assurances

- This small business element is authorized under State law;
- Certified ACDBEs that meet the size criteria established under this element are presumptively eligible to participate therein element;
- There are no geographic preferences or limitations imposed on any concession opportunities included in this small business element;

DRAFT AGREEMENT

- There are no limits on the number of concession opportunities awarded to firms participating in this element but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;
- CRAA will take aggressive steps to encourage those minority and women owned firms that are eligible for ACDBE certification to become certified; and
- This element is open to small businesses regardless of their location. There is no local or other geographic preference as part of this small business element.

Small Business Verification Form

To qualify as a Small Business Enterprise (SBE), the Authority requires each firm to verify that they meet the Disadvantaged Business Enterprise's size standards as outlined in 49 CFR 26.65(b), as defined by the Small Business Administration (SBA). By signing this form, the preparer affirms that the information provided is accurate, complete, and reflects the current status of the firm.

Project Title: _____ Project Number: _____

Name of Preparer: _____ Title: _____

Phone Number: (____) _____ Email: _____

Firm Name: _____

Firm Address: _____
(City) (State) (Zip Code)

Scope of Work: _____ Contract Amount: \$ _____

NAICS Codes: _____

List the firm's total gross receipts for the past five years.

YEAR	TOTAL RECEIPTS
	\$
	\$
	\$
	\$
	\$

In lieu of full returns, the first page of each year's federal business tax return will be accepted, provided it includes a complete summary of the firm's gross receipts.

Five years of federal tax returns are attached:

Signature: _____
(Owner or Authorized Representative)

Printed Name: _____ Date: _____

DRAFT AGREEMENT

Fostering Small Business Participation	
Sponsor's Name:	Capital Region Airport Authority
Airport Name:	Capital Region International Airport
City, State:	Lansing, Michigan
RFP Solicitation for:	In-Terminal Advertising Concession Management
Federal Fiscal Year:	

List any small businesses (including certified ACDBE's) that will be participating in this contract. All Small Businesses that are entered below must meet the criteria outlined in CRAA SBE.

Small Business Firms to be Utilized	Work to be Performed	Total Estimated Cost of Work
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified ACDBE? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified ACDBE? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified ACDBE? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified ACDBE? <input type="checkbox"/> Yes <input type="checkbox"/> No		

DRAFT AGREEMENT

Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified ACDBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

(Duplicate form as necessary.)

For Authority use only:

Accepted by: _____ **Date:** _____

5. Term of the Agreement

5.1 Base Term

This Agreement is effective on the date when it is fully executed (“Effective Date”), and will continue in place for three (3) years thereafter (through the “Expiration Date”), unless terminated earlier in accordance with Section 5.3 or Section 5.4.

All of the Concessionaire’s legal obligations related to this Agreement (including but not limited to reporting, record-keeping, and payment of Privilege Fees owed to the Authority) shall endure beyond the expiration or termination date.

5.2 Optional Extensions

If the Concessionaire is in full compliance with all terms and conditions of this Agreement, then the Parties may agree to extend this Agreement either once or twice, with each extension being for a single additional year. The maximum term of this Agreement will be five (5) years from the date of execution.

5.3 Termination for Convenience

Either the Authority or the Concessionaire may terminate this Agreement earlier than the date set forth in Section 5.1 (“**Base Term**”) by providing written notice to the other at least ninety (90) calendar days in advance.

5.4 Termination for Cause

The Authority may immediately terminate this Agreement for cause by submitting written notice to the Concessionaire, without liability to the Authority, if the Concessionaire materially breaches its obligations under this Agreement, or engages in any conduct which the Authority, in its sole discretion, determines has or could have an adverse impact on the Authority’s reputation or interests.

In addition, the Authority may immediately terminate this Agreement for cause by submitting written notice to the Concessionaire, without liability to the Authority, if the Concessionaire, an officer or employee of the Concessionaire, or any owner of a 20% or greater share of Concessionaire’s business is convicted of a criminal offense relating to a Federal, State, public, or private contract or subcontract; or convicted of any criminal offense including (but not limited to) any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; or is convicted under state or federal antitrust statutes; or is convicted of any other criminal offense that, in the sole discretion of the Authority, reflects on the Concessionaire’s business integrity.

5.5 Holdover Provisions

Any occupancy of Assigned Areas by the Concessionaire with the written consent of Authority after the Expiration Date of this Contract will be on a month-to-month basis with all provisions of this Agreement, including fees and charges, remaining in place until such time that the Authority gives notice to the Concessionaire to surrender the Assigned Areas. The Authority will provide Notice to surrender Assigned Areas at least thirty (30) days prior to the designated surrender date.

Any occupancy of Assigned Areas by the Concessionaire after the termination of this Agreement without the written approval of Authority constitutes a month-to-month obligation on the same terms and conditions as this Agreement. Concessionaire must pay one and a half times (1.5x) the Privilege Fee for the entire holdover period for that portion of Assigned Areas where this Agreement has expired or been terminated.

No occupancy of any portion of the Assigned Areas by the Concessionaire after the expiration or termination of this Agreement with respect to such portion of the Assigned Areas extends the Term, except as a holdover tenancy.

In the event of such holdover tenancy, the Concessionaire shall indemnify Authority against all damages arising from the Concessionaire's holdover tenancy, including but not limited to any costs (including but not limited to attorneys' fees) incurred by Authority to evict the Concessionaire, and all insurance policies required to be obtained and maintained by the Concessionaire must continue in full force and effect as set forth in this Agreement.

5.6 Rights and Obligations upon Expiration or Termination

Upon termination or expiration of this Agreement, with or without cause, the Concessionaire must surrender the Assigned Areas to the Authority peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable use and wear thereof and damage by casualty, which damage Concessionaire did not cause and is not required to repair or restore, excepted.

The Authority will be entitled to exercise a non-judicial remedy of restricting the Concessionaire's access to the Assigned Areas as a means of enforcing the Authority's right of possession, including (without limitation) the deactivation of Concessionaire's security badges or credentials. This right of deactivation will not, and legally cannot limit or otherwise affect Authority governmental police powers to deactivate security credentials for security or other governmental reasons.

Upon expiration or termination of this Agreement, all furniture, fixtures and equipment installed by the Concessionaire will become the property of the Authority. The Authority may direct Concessionaire to remove and dispose of furniture, fixtures and equipment installed by Concessionaire and Concessionaire-brand proprietary property, inventory, and other personal property at Concessionaire's sole expense.

Concessionaire will remove and dispose of such furniture, fixtures and equipment and leave the Assigned Areas in broom-clean condition. Any damage to the Assigned Areas caused by

Concessionaire's removal of such furniture, fixtures, equipment or property must be immediately repaired by the Concessionaire at the Concessionaire's expense and to the satisfaction of Authority.

Notwithstanding the foregoing, if the Concessionaire fails to remove such furniture, fixtures, equipment or property within ten (10) days from the date of expiration or termination of this Contract, then the Concessionaire will be deemed to have abandoned same and the Authority will have the right, at its option and in its sole discretion, to take title of said furniture, fixtures, equipment and/or property, and to sell, contract, salvage, or dispose of the same in any manner permitted by law. The Concessionaire will have no right, interest, or claim in (or to any proceeds of the sale or other disposition of) such items.

Any net expense that the Authority incurs in disposing of such items must be immediately reimbursed to the Authority by the Concessionaire.

No act by the Authority may be considered or deemed an acceptance of a surrender of the Assigned Areas. No acceptance of a surrender of the Assigned Areas will be valid unless it is in writing and signed by the Authority.

5.7 Transition at Conclusion of Agreement

During the final Contract Year, the Authority reserves the right to solicit, award, and transition to a new agreement for advertising services, which may include rights to the Assigned Areas or portions thereof. The Authority also reserves the right to decide to manage advertising functions directly, or through any other mechanism that the Authority may choose.

If the Concessionaire is not selected for a new contract, then the Authority will notify the Concessionaire in writing of the exact dates of the transition period. The Concessionaire will cooperate fully with Authority and any successor to the Concessionaire, in order to ensure an effective and efficient transition of the Assigned Areas and advertising operations.

Concessionaire acknowledges its responsibility to continuously maintain and perform its responsibilities under the Concession during the transition to a successor or any other mechanism that the Authority may choose to manage the advertising program.

5.8 Advertiser Rights Beyond the Duration of the Agreement

The Concessionaire may not contract with advertisers beyond the term of this Agreement. If any Advertiser has advertising materials within the Airport Terminal at the end of this Agreement, then the Authority reserves the right to remove or retain such materials at its sole discretion, and to arrange directly with the Advertiser for compensation associated with continued retention or reimbursement of costs associated with removal.

6. Compensation and Records

6.1 Collection, Accounting, and Reporting

The Concessionaire will be responsible for collecting and reporting all payments due from Advertisers under contract to the Concessionaire. The Concessionaire must maintain a complete and accurate accounting of accrued and collected revenues at all times.

On or before the 20th day of the month following each month within a Contract Year, the Concessionaire must submit to the Authority (in such detail and form as may be specified by Authority) certain information, including but not limited to a detailed schedule of Gross Revenues and all applicable credits. This statement must be signed by a responsible accounting officer of the Concessionaire.

The Authority reserves the right to change the form of the monthly statement and to require submission by the Concessionaire of other information pertaining to the payments hereunder, and Concessionaire agrees to change the form of its statements to that requested by Authority and to provide any additional information Authority may request.

6.2 Privilege Fee to the Authority

In consideration of the rights granted to the Concessionaire herein, beginning on the Effective Date and continuing through the Duration of the Agreement, the Concessionaire agrees to pay to Authority for each Contract Year, or portion thereof, a Privilege Fee.

The Privilege Fee will be the **GREATER OF** either the Minimum Annual Guarantee or the Percentage Fee applicable to Gross Revenues, as defined herein:

- (i) **[INSERT WORD]** percent (**[INSERT #]**%) of Concessionaire's annual Gross Revenues ("Percentage Fee"); **OR**
- (ii) the yearly amount as the Concessionaire's Minimum Annual Guarantee ("MAG") of **\$[INSERT]**.

The monthly payment will be the greater of one twelfth (1/12) of the respective year's MAG or **[INSERT]**% of reported Gross Revenues for the previous month.

On the first day of each month during the Contract Year, the Concessionaire will pay the Authority one-twelfth (1/12) of the MAG, until the Concessionaire has paid to the Authority an amount equal to the MAG.

On or before the 20th day of each month, the Concessionaire will submit to the Authority a signed and certified Report of Gross Revenue for the preceding month, and remit payment of the Percentage Fee due for the preceding month, minus any amount paid toward the MAG on the first day of the month. If the Percentage Fee due is less than the MAG payment already made, then no additional payment is due.

The Concessionaire must continue to report (and remit each and every month after the annual MAG has been reached) the full amount equal to **INSERT**% of reported Gross Revenues for the preceding month.

6.3 Additional Fees and Charges

Additional fees may include fees and charges for special items or activities including, but not limited to, employee parking, badging fees, and any other services provided by the Authority. The Authority may assess reasonable, non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. The Concessionaire will pay all fees and charges no later than thirty (30) days following receipt by Concessionaire of the associated invoice(s).

6.4 Accrual of Interest on Overdue Payments

For any overdue payments and/or any overdue reports, the Authority will charge the Concessionaire interest at the rate of 1.5 percent, computed as simple interest for each full calendar month of delinquency. No interest will be charged until payment is thirty (30) days overdue, but such interest (when assessed thereafter) will be computed from the original due date.

6.5 Liquidated Damages for Overdue Reports

The required monthly reports will be deemed to be received by the Authority if transmitted before 11:59 p.m. prevailing Eastern time on the due date, or (if sent by U.S. Postal Service) on the date stamped as received by the Authority upon receipt.

The Concessionaire will pay two hundred (\$200) dollars to the Authority, as liquidated damages for each occurrence of failure to submit the required reports on time. The Parties agree that this is an equitable estimate of the Authority's costs incurred in processing delinquent reports.

6.6 Remittance of Payments

The Concessionaire will make all payments due to the Authority payable to the "Capital Region Airport Authority," following the instructions provided by the Authority from time to time.

All payments due under this Agreement must be paid in lawful currency of the United States of America. The Authority may accept payment without prejudice to its right to recover the balance of all amounts due and to pursue any other remedies in this Agreement or otherwise.

6.7 Required Annual Audit

The Concessionaire will engage (at its own cost) an independent Certified Public Accountant who will provide to Authority a written statement ("Annual Accounting Statement") within ninety (90) days after the end of each Contract Year, verifying that the Privilege Fee paid by the

Concessionaire to Authority was calculated in full accordance with the terms of this Agreement. This Annual Accounting Statement must include at a minimum:

- (i) A detailed schedule of all gross revenues by month, itemizing each source of revenue;
- (ii) A detailed schedule of any exclusions from Gross Revenues provided herein; and
- (iii) The amounts, if any, by which the Privilege Fees or any other amounts for each month in the Contract Year has been either overpaid or underpaid by the Concessionaire.

If such statement indicates that the aggregate Privilege Fees or any other amounts for such Contract Year has been overpaid, then the amount of such overpayment shall be recorded as a credit against the next report of Privilege Fees due to the Authority, unless the Agreement has either expired or been terminated, in which case the Authority will refund such overpayment to the Concessionaire as soon as reasonably practical, allowing time for review of the Annual Accounting Statement. The Concessionaire may not deduct any such overpayment from amounts owed to the Authority until the Authority has authorized such a credit.

If the Annual Accounting Statement indicates that the Privilege Fee or any other amounts for such Contract Year have been underpaid, then the Concessionaire must pay the Authority the balance due within thirty (30) days, together with interest calculated at eighteen (18%) percent per annum from the date such amount(s) should have been paid to the Authority.

6.8 Record Retention and Right of the Authority to Conduct Audits

The Concessionaire shall keep full and accurate books and records showing all Gross Revenues and Privilege Fees, and will provide the Authority with digital copies of all such records within thirty (30) days of at the Authority's formal written notice, requesting to inspect and audit such records. The Concessionaire agrees that all such records will be available for at least three (3) full years following the end of each Contract Year.

6.9 No Compensation of Concessionaire

The Concessionaire understands and agrees that the Concessionaire will not be entitled to any compensation, benefits, payments, or share in net revenues, grant proceeds, or any other funds received by the Authority in connection with this Agreement.

The Authority will have no obligation to compensate the Concessionaire for any costs incurred in connection with this Agreement, either before or after the effective date of termination. Upon expiration or termination of this Agreement, ownership title of all work products and improvements developed by the Concessionaire pursuant to this Agreement will be immediately transferred to the Authority without compensation to the Concessionaire.

6.10 No Warranty of Economic Viability

The Authority makes no warranty, promises, or representations as to the economic viability of the designated areas or the Concessionaire's business concept(s) or any other matter pertinent to

the commercial success of the Concessionaire's business operations. The Concessionaire acknowledges that airline gate utilization and other aspects of airport operations are subject to change during the term of this Agreement without notice, and that the Authority makes no warranty regarding passenger volume or distribution within the terminal area.

7. Other Terms and Conditions

7.1 Concessionaire Employees

These services are complementary in nature, not integral, to the Authority's services. Concessionaire will act as an independent contractor under this Agreement, and neither Concessionaire nor any employee or agent or contract personnel of the Concessionaire is, or will be deemed to be, an employee of the Authority due to this Agreement or the relationship between Concessionaire and the Authority.

The Concessionaire will retain authority to hire, fire, and discipline any of their own employees, contractors, or subcontractors.

7.2 Liability

Any liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Concessionaire in the performance of this contract will be the responsibility of the Concessionaire if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Concessionaire.

Nothing herein may be construed as a waiver of any governmental immunity that has been provided to the Authority, or any elected or appointed officer, employee or agent of the Authority, by statute or court decision.

7.3 Responsibility for Claims and Liability

The Concessionaire will hold the Authority harmless and indemnify the Authority against any claims or liability due to negligence of the Concessionaire or its subcontractors. The Concessionaire will require the same provision from any subcontractors, vendors, or suppliers.

7.4 Worker's Compensation and Public Liability Insurance

The Concessionaire will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

7.5 Governing Law and Compliance with Applicable Laws

Unless otherwise specified, this Agreement will be governed by the laws of the State of Michigan. The Concessionaire agrees to comply with all applicable Federal, state, and local laws relevant to the Scope of Services.

7.6 Assignment and Transfer

Neither the Authority nor the Concessionaire may assign or transfer their interests or responsibilities under this Agreement to any other party without the written consent of the other. This includes any partners, successors, investors, or acquiring owner of the Concessionaire.

7.7 Contractual Disputes

Any dispute that cannot be resolved through a negotiated agreement between the Authority and the Concessionaire will be addressed through standard court actions. If the parties agree, the matter will instead be submitted to the American Arbitration Association for the selection of an arbitrator in accordance with American Arbitration Association procedures. Both parties to the dispute may be represented by counsel or anyone of their choosing and present evidence and witnesses relative to the issue(s). The rules of the American Arbitration Association will apply.

7.8 State and Federal Taxes

Concessionaire will pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the Authority, Concessionaire will provide the Authority with proof that such payments have been made.

7.9 Fringe Benefits

The Concessionaire understands that neither Concessionaire nor Concessionaire's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Authority.

7.10 Unemployment Compensation

The Authority will make no state or federal unemployment compensation payments on behalf of Concessionaire or Concessionaire's employees or personnel. Concessionaire will not be entitled to these benefits in connection with work performed under this Agreement. If the Concessionaire files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by the Concessionaire will be deducted from and be an offset against the amount of compensation due and payable to Concessionaire by the Authority under this Agreement.

7.11 Confidential Information

Except as required by law, Concessionaire will not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Concessionaire by the Authority (collectively, "Confidential Information") without the prior written consent of the Authority.

Confidential Information does not include:

- information obtained by the Concessionaire from third-party sources;
- that is already in the possession of, or is independently developed by, the Concessionaire;
- that becomes publicly available other than through breach of this subsection; or
- is released with the prior written consent of the Authority.

Concessionaire acknowledges that all information provided by the Authority in connection with Concessionaire's duties under this Agreement will be treated as Confidential Information unless explicitly stated otherwise in writing by the Authority.

7.12 Conflict of Interest

Except as has been disclosed to the Authority, Concessionaire affirms that neither the Concessionaire nor its affiliates or their employees has, will have, or will acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Concessionaire's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Concessionaire further affirms that neither the Concessionaire nor any affiliates or their employees has accepted or will accept anything of value based on an understanding that the actions of the Concessionaire or its affiliates or either's employees on behalf of the Authority would be influenced. Concessionaire will not attempt to influence any Authority employee by the direct or indirect offer of anything of value. Authority also affirms that neither Concessionaire nor its affiliates or their employees has paid or agreed to pay any person, other than *bona fide* employees and Concessionaires working solely for the Concessionaire or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, the Concessionaire will inform the Authority regarding possible conflicts of interest that may arise as a result of such change. The Concessionaire agrees that conflicts of interest will be resolved to the Authority's satisfaction, or the Authority may terminate this Agreement. As used in this subsection, "conflict of interest" will include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

7.13 Total Agreement

This Agreement, together with any exhibits or attachments, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement will be binding. This Agreement may not be changed except by written agreement signed by the Parties.

7.14 Severability

All of the clauses of this Agreement are distinct and severable and, if any clause will be deemed illegal, void or unenforceable, it will not affect the validity, legality or enforceability of any other

clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision will be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties will be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

8. Federal Requirements

The Authority is legally bound by a number of Federal requirements, many of which also apply to contractors retained by the Authority. In the language that follows, the terms "Contractor" or "Offeror" also refer to the Concessionaire.

8.1 Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 Concessionaire of the Concessionaire'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 Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire 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 Concessionaire'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 Concessionaire under the contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Concessionaire 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 Concessionaire 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 Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

8.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- 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 (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. 74087 (2005)];
- 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).

8.3 Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

A. The (grantee, lessee, permittee, etc. as appropriate) 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 [in the case of deeds and leases add “as a covenant running with the land”] that:

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

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

8.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

- A. The (grantee, licensee, permittee, etc., as appropriate) 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 (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

8.5 Domestic Preference for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

8.6 Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.7 Occupational Safety and Health Administration

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

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9. Execution

For the Capital Region Airport Authority:

Signature: _____
Printed Name: Nicole Noll-Williams
Title: President and Chief Executive Officer
Date: _____

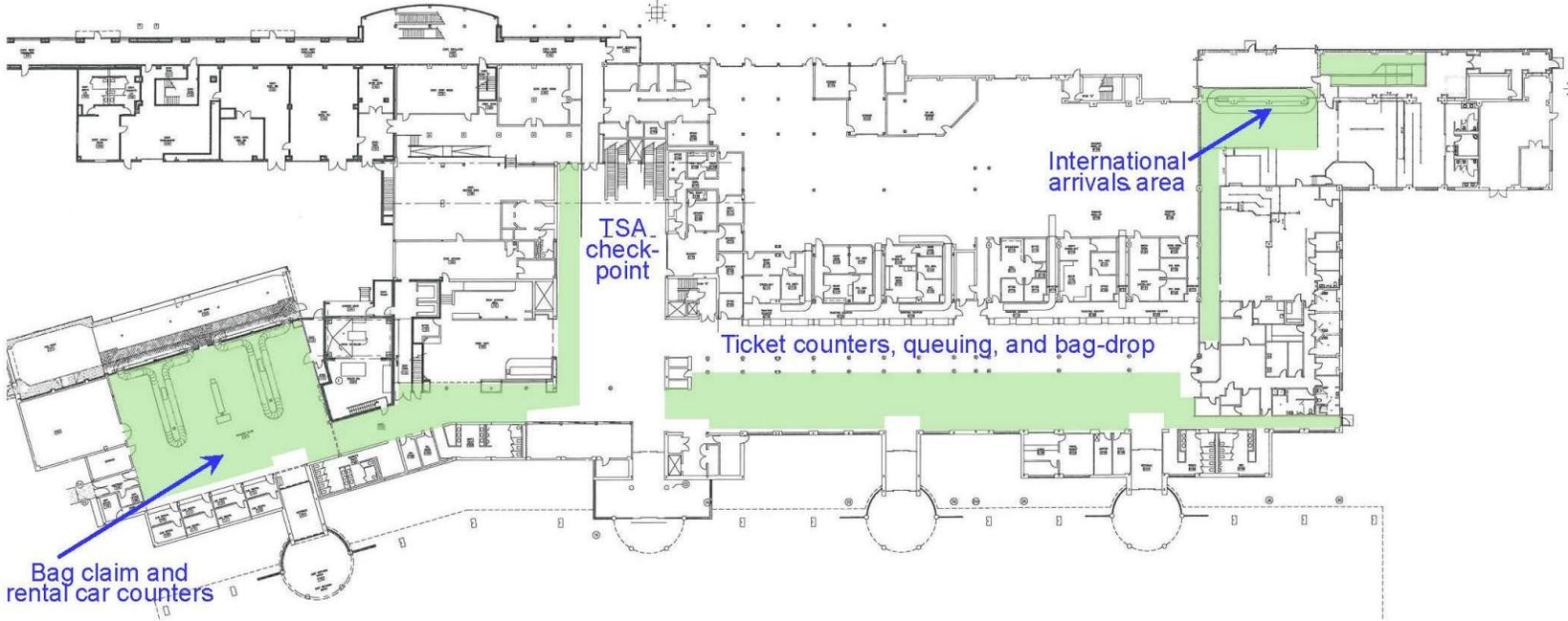
For the Concessionaire:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A—Eligible Advertising Area

Existing Layout, Ground Floor

■ General areas available for advertising within the lower-level, public (nonsecure) areas



Existing Layout, Upper Floor

- General areas available for advertising within the upper level, secure-area concourse

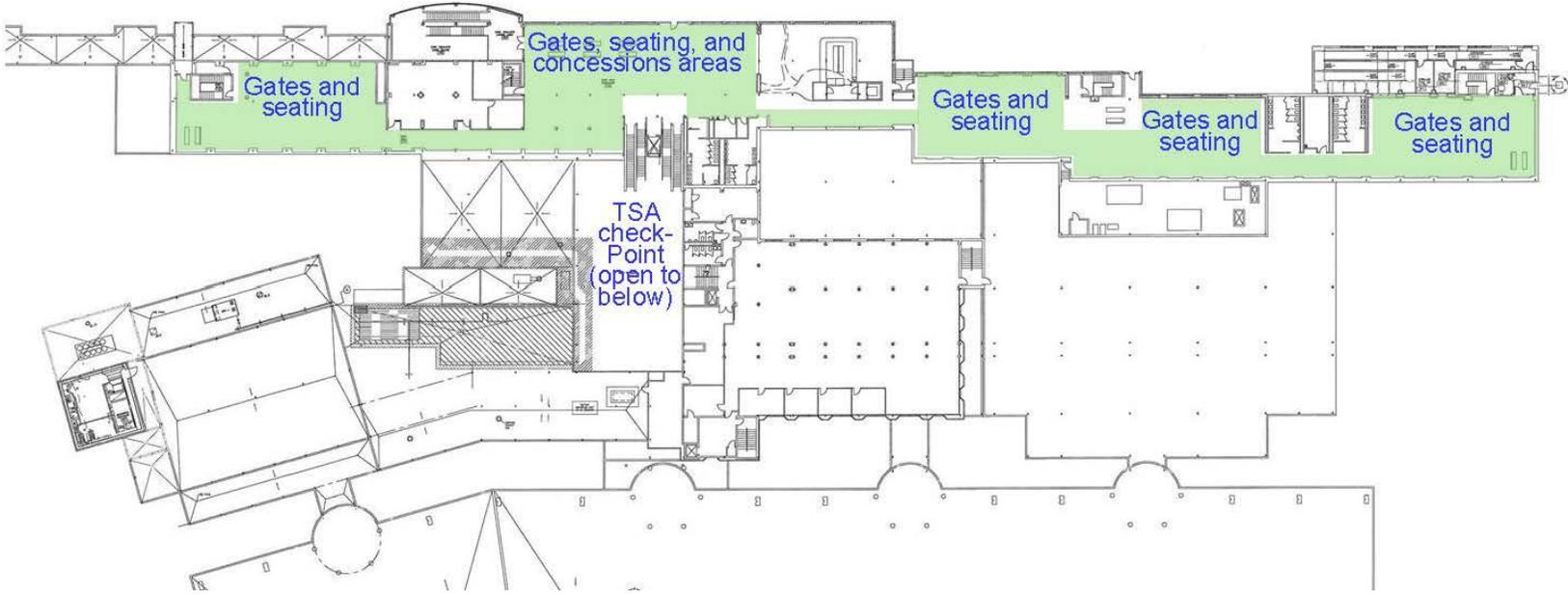


Exhibit B—ACDBE Reporting Format

Annual Report for Airport Concessions:

In accordance with 49 CFR Part 23, Airport Concession Disadvantage Business Enterprise (ACDBE) Program, the airport is required to report on an annual basis, all concession activity of the airport, including any ACDBE (Airport Concession Disadvantaged Business Enterprises) and SBE (Small Business Element) participation. Please complete this form, along with the Report of Certified Firms, and return it to _____ by: February 1, 2025.

Name of Airport: _____

Airport Sponsor: _____

City/State/Zip: _____

Name of Concessionaire: _____

Report period: **10/1/2024 - 9/30/2025**

Required information:

Estimate Gross Receipts for period above: \$ _____

Sub-Concessions:

A. Total (\$) Sub-concessions During the period above: \$ _____

B. Total Number (#) of Sub-concessions during the period above: _____

C. Total (\$) ACDBE Sub-Concessions during the period above (included in A): \$ _____

D. Total (#) ACDBE Sub-Concessions during the period above (Included in B): _____

E. Total (\$) Small Business Sub-Concessions during the period above \$ _____

F. Total number (#) of Small Business Sub-Concessions during the period above:

Management Contracts:

A. Total (\$) Management Contracts During the period above: \$ _____

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- B. Total Number (#) of Management Contracts during the period above: _____
- C. Total (\$) ACDBE Management Contracts during the period above (included in A): \$ _____
- D. Total (#) ACDBE Management Contracts during the period above (Included in B): _____
- E. Total (\$) Small Business Sub-Concessions during the period above \$ _____
- F. Total number (#) of Small Business Sub-Concessions during the period above:

Goods and Services:

- A. Total (\$) goods and services *purchased* during the period above \$ _____
- B. Total number (#) of vendor's that goods and services were purchased from: _____
- C. Total (\$) goods and services *purchased* from ACDBE's (included in A): \$ _____
- D. Total (#) of vendor's that goods and services purchased were from ACDBE's (included in B): _____
- E. Total (\$) Small Business Sub-Concessions during the period above \$ _____
- F. Total number (#) of Small Business Sub-Concessions during the period above:

Reminder: Please complete the required Certified Firms Report for all ACDBE's and Small Businesses that you have reported above.

Form Completed by:

DRAFT AGREEMENT

Estimated gross receipts (Goods & Services) for this reporting period: \$ _____

Type of Disadvantage Group:

- Black Hispanic Native American Asian-Indian American
 Asian-Pacific American Non-Minority Woman Other Disadvantaged

Name of Certified Firm _____

Address _____

City _____ State _____ Zip _____

Contact Email: _____ Phone: _____

- Concession Type: Concessionaire Sub concessionaire Supplier
 Joint Venture Partner Management Contract Other

Business Type:

- Non Car Rental: News & Gifts Food & Beverage Wireless Services
 ATM Vending Luggage Carts
 Jewelry Accessories Janitorial
 Insurance Parking Management OTHER

- Car Rental: Insurance Uniform Vending
 Gas / Oil Office Supplies OTHER

Estimated gross receipts (goods & services) for this reporting period: \$ _____

Type of Disadvantage Group:

- Black Hispanic Native American Asian-Indian American
 Asian-Pacific American Non-Minority Woman Other Disadvantaged

Please make additional copies as needed.