

STATE OF ALASKA
FAIRBANKS INTERNATIONAL AIRPORT
FAIRBANKS, ALASKA

INVITATION TO BID
VENDING MACHINE CONCESSION AGREEMENT
ADA-90944

March 15, 2023

FAIRBANKS INTERNATIONAL AIRPORT
VENDING MACHINE CONCESSION AGREEMENT ADA-90944
INVITATION TO BID

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Please check this proposal package immediately to ensure all listed documents are enclosed. The Airport Leasing Office will furnish copies of any missing document on request. However, the Fairbanks International Airport assumes no responsibility for any missing document.

Notice Inviting Bids

The State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport (State) is inviting bids for certain non-exclusive rights to operate and maintain a Vending Machine Concession in the passenger terminal building at Fairbanks International Airport (FAI). The nature of these rights is outlined in the Sample Concession Agreement included with the Invitation to Bid package. To obtain a copy of the Invitation to Bid documents, please contact Kim Swenson at 907-474-2525, email address: kim.swenson@alaska.gov or Christel Burgess at 907-474-2549, email address: christel.burgess@alaska.gov, FAX: 907-474-2513, or send written requests to Fairbanks International Airport Leasing Office, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709.

The State encourages all interested parties, including disadvantaged business enterprises, to submit bids for this Concession Agreement ADA-90944. The State will not exclude any proposer on the grounds of race, color, religion, national origin, sex, or disability. Persons with a disability who need special accommodations concerning this Concession Agreement offering should contact Kim Swenson, Airport Leasing Specialist II, or Christel Burgess, Chief of Leasing, in the Airport Leasing Office at the address below. The text telephone (TDD) number is 1-800-770-TYPE.

The Airport Manager may amend details regarding the Invitation to Bid, the Sample Concession Agreement, or the date, time, or place of any pre-bid conference or for bid submission by notice to all persons who have requested a copy of the Invitation to Bid and without further publication. All potentially interested persons are encouraged to request a copy of the Invitation to Bid and thereby become registered to receive a copy of any addenda that the State may issue regarding this solicitation.

Questions, comments, or objections regarding the Invitation to Bid documents must be submitted in writing to the address above, Attn: Kim Swenson or Christel Burgess, by **5:00 p.m. Alaska Time on Wednesday, April 12, 2023.**

The pre-bid conference will be held at **2:00 p.m. Alaska Time on Tuesday, April 18, 2023**, in the Administrative Offices' Tanana Conference Room in the Fairbanks International Airport Terminal. To participate by phone please notify Kim Swenson at (907) 474-2525 or Christel Burgess at (907) 474-2549 by **5:00 p.m. Friday, April 14, 2023.**

Bidders must demonstrate a minimum of two consecutive years in snack and beverage vending.

FAI reserves the right to reject any or all bids, to advertise for new bids, or to award the concession privilege in any manner that it believes is in the best interest of the public and FAI. FAI will not be responsible for any cost associated with the preparation or submission of bids.

Each proposer must submit a complete bid on State-furnished forms as described in the Invitation to Bid. All bids must be received no later than **2:00 p.m. Alaska Time, Tuesday, May 2, 2023**, and will be opened in the Tanana Conference Room at Fairbanks International Airport at the address stated above. No late bids will be accepted.

It is the policy of the Department of Transportation and Public Facilities (DOT&PF) that no person shall be excluded from participation in, or be denied benefits of, any programs or activities we provide based on race, religion, gender, age, marital status, ability, or national

origin, regardless of the funding source including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration and State of Alaska Funds.

The DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services and/or special modifications to participate in this project should contact DOT&PF at 907-474-2500 to make necessary arrangements. Individuals with a hearing impairment can contact Relay Alaska at 711 for assistance. Requests should be made at least 5 days before the accommodation is needed to make any necessary arrangements.

DATE: 3-14-23

BY: Christel Burgess
Christel Burgess, Chief of Leasing
Fairbanks International Airport

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FAIRBANKS INTERNATIONAL AIRPORT

VENDING MACHINE CONCESSION AGREEMENT

ADA-90944

TERMS OF INVITATION

The **State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport**, (State) invites bids for certain non-exclusive rights to operate a Vending Machine Concession within State-designated facilities at the **Fairbanks International Airport**, (Airport). The nature of these rights is outlined in the Sample Concession Agreement (Agreement) included with this Invitation to Bid (ITB) package.

The State encourages all interested parties, including disadvantaged business enterprises, to submit bids for Concession Agreement ADA-90944. The State shall not exclude any Bidder on the grounds of race, color, religion, national origin, or sex.

It is each Bidder's responsibility to examine carefully all documents that relate to this invitation and to determine all conditions that may affect its bid. A Bidder's lack of understanding due to failure to thoroughly examine these documents is not grounds for modification of, or relief from, any term or condition of this invitation based on a claim that the Bidder misunderstood that term or condition. Any and all comments or questions about, or objections to, the form of this invitation, the terms, format, structure, language, criteria or any other aspect of this ITB, including the Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Concession Agreement, and Supplemental Information as modified or supplemented by addenda (together, the Invitation to Bid or ITB), must be submitted in writing to the Leasing Office at the address stated below on or before **5:00 p.m., Alaska Time, Wednesday, April 12, 2023**. Any such issue, including any issue of ambiguity, relating to or arising from either the ITB documents as originally issued or any addenda shall be deemed waived and not a proper basis for any protest or appeal unless it is presented in a written objection or comment received by the Leasing Office by that deadline. Any opportunity for comment on or objection to any matter contained in, raised by, or relating in any way to a subsequent addendum, must be received at the Leasing Office by the deadline specified for such comment or objection in the respective addendum.

A pre-bid conference shall be held on Tuesday, April 18, 2023, in the Tanana Conference Room located in the Administration Offices of the Terminal building at Fairbanks International Airport. Airport personnel will conduct the conference, provide a general overview of the Concession Agreement offering, listen to suggestions and comments, entertain questions and conduct a tour of the existing facilities. The State may, but is not obligated to, consider comments received after any deadline, and shall do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. Bidders are cautioned that the State may not deem the time sufficient to issue addenda addressing comments received after any specified deadline. Any matter to which a potential Bidder has not filed a written objection with the Leasing Office before any applicable objection deadline shall be deemed waived by that person and not a proper basis for a protest or appeal.

Each Bidder must submit a complete bid on State-furnished forms as described in this document. **The State must receive Bids at the Leasing Office**, located in the Administration Offices of the Terminal at Fairbanks International Airport, Suite 1, **by 2:00 p.m., Alaska Time, Tuesday, May 2, 2023**. The State shall return any bid received after this time. The Leasing Office mailing and physical address is 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709, telephone (907) 474-2525 or (907) 474-2549.

All information submitted with a bid becomes property of the State except as stated in this paragraph. Bids remain confidential until each bid is opened at the public bid opening. The State shall make reasonable efforts to protect the confidentiality of any proprietary, non-public financial and trade secret information to the extent the Bidder represents that information to be exempt from disclosure under the Alaska Public Records Act by submitting it in a separate sealed envelope, marked "Confidential Information," and enclosed within the sealed bid submission envelope. The Bidder must, in addition, support its request for confidential treatment of information by including in its Bid the following agreement:

"The Bidder agrees to indemnify and hold harmless the State, the Airport and its officers, employees and agents from any claims, liability or damages relating to their refusal to disclose information submitted by the Bidder as confidential, and to defend any action brought against the State or the Airport or its officers, employees or agents due to such refusal or to compel disclosure."

All information submitted by the successful Bidder shall remain property of the State. To the extent legally permissible, upon request by an unsuccessful Bidder, any "Confidential Information" properly identified by that Bidder under this paragraph and determined by the State to qualify for nondisclosure under the Alaska Public Records Act, shall be returned to the Bidder after the award of the Concession Agreement and the final and unappealable determination or other resolution of any and all protests relating to this invitation. It is understood, however, that the State shall have no liability in the event of disclosure of such information. Except as provided in this paragraph, all parts of each Bid become public information at the time the Bid is opened at the public bid opening. A Bidder may not withdraw its Bid after **2:00 p.m., Alaska Time, Tuesday, May 2, 2023**.

Persons with a disability who need special accommodation concerning this Concession Agreement invitation should contact Kim Swenson or Christel Burgess in the Leasing Office at the above address. The text telephone (TDD) number is (800) 770-8973.

OVERVIEW OF CONCESSION AGREEMENT INVITATION

The successful Bidder shall enter into a contract granting certain non-exclusive rights to operate a Vending Machine Concession at the Airport, as described in the Sample Vending Concession Agreement (Agreement) made a part of this ITB.

Some, but not all, provisions of the invitation are listed below. Please read the complete invitation, including all forms and exhibits, for details. The Sample Vending Concession Agreement and its attached exhibits are fully incorporated as part of this invitation and control in the event of a conflict between this ITB and the Sample Vending Concession Agreement.

The most responsive and responsible bidder will be awarded the contract.

A. CONCESSION AGREEMENT TERM: Term beginning on June 1, 2023, and ending May 31, 2028 (the "Base Term").

B. RIGHTS GRANTED: The Concessionaire shall have certain non-exclusive rights and obligations to operate a Vending Machine Concession in the upper and lower levels of the Terminal Building at the Airport. The nature of these rights is outlined in Article IV (Rights Granted) of the Sample Vending Concession Agreement.

C. PREMISES: The Airport will award one vending machine concession agreement. The Premises of Concession Agreement ADA-90944 will include 5 vending locations as shown on Exhibit A, Sheet 1 of 4 and Sheet 2 of 4, Spaces TC1100A, T1900E, C2203A, C2200C and TC2400A, updated March 2023, of the Sample Vending Concession Agreement ADA-90944.

D. REVENUES TO THE STATE: For the rights and privileges granted under this Agreement, the successful Bidder shall pay the State for each agreement year a sum equal to the greater of the Minimum Annual Guarantee (MAG) or the percentage rate of thirty five percent (35%) as applied to gross receipts.

Bidders shall bid the following:

1. Minimum Annual Guarantee (MAG) for Contract Year One (1), Contract Year Two (2), Contract Year Three (3), Contract Year Four (4), and Contract Year Five (5) of the agreement, with the Bid Amount being the sum of all Five (5) Contract Year MAG amounts.

The Minimum Annual Guarantee (MAG) bid for any contract year during the Concession Period may not be less than twenty five thousand dollars (\$25,000).

E. LIQUIDATED DAMAGES: The State may assess liquidated damages in the amount of one hundred dollars (\$100.00) for the first day and twenty dollars (\$20.00) per day thereafter for being non-operational or out of stock over 24 hours, not as a result of the State. Non-operational means unable to function due to technical/mechanical malfunction, lack of currency in the machine or failure of communication or network access. The Concessionaire will have forty-eight hours after receiving the Notice to Cure to remedy the problem. If further time is reasonably necessary, the Concessionaire may contact the State for an extension of time, which the State may grant in its sole reasonable discretion.

If the Concessionaire fails to cure the problem, the State may issue a forty-eight (48) hour notice to the Concessionaire to promptly remove the non-operational Vending Machine. The determination will be based on the Vending Machine not operating over three consecutive days.

F. BIDDER QUALIFICATIONS: The State requires that the bidder meet these requirements:

1. Operate at least five (5) Snack and Beverage Vending Machines for at least two (2) years within the past five (5) years;
2. Participate in a nationally recognized debit/check card acceptance system (such as Cirrus, Plus, etc.);
3. All vending machines must accept Mastercard and Visa.

G. BID DEPOSIT: A Bidder must submit a two thousand dollar (\$2,000) deposit with its bid in the form of a money order, certified check, cashier's check, or other irrevocable instrument

drawn on a financial institution located in the United States of America and payable to the State of Alaska.

H. ALASKA BUSINESS PARTICIPATION: The State desires to provide the opportunity for Alaska businesses to participate in the concession offered under this ITB. For the purposes of this invitation, an Alaskan business is one that holds a current Alaska Business License, has operated a business in Alaska for at least six (6) months prior to the deadline to submit bids, and is at least fifty-one percent (51%) owned by one or more Alaska residents. If the Bidder is an entity formed specifically for this invitation, a statement should be submitted to describe how the individual parties meet the requirements.

I. CONCESSION AGREEMENT AWARD: If there is an award, the State shall award the non-exclusive rights to operate a Vending Machine business at the Airport to the most responsible, responsive bidder that submits the highest Minimum Annual Guarantee bid.

J. PRE-BID CONFERENCE; DEADLINE FOR OBJECTIONS:

The State shall conduct a pre-bid conference at **2:00 p.m., Alaska Time, Tuesday, April 18, 2023**, in the Tanana Conference Room, in the Administration Offices of the Terminal Building at Fairbanks International Airport. Attendance is encouraged but not required; participation may be either in person or telephonically. Interested parties must notify airport leasing by **5:00 p.m. Friday, April 14, 2023** to participate telephonically.

Airport personnel shall conduct the conference, provide a general overview of the Concession Agreement ITB, listen to suggestions and comments, entertain questions, and if requested, provide a tour of all vending locations. The State requests that Bidders submit written comments that relate to this invitation to the Leasing Office by **Wednesday, April 12, 2023**, so that staff may review them before the pre-bid conference.

The State will consider any suggestion, comment, or request for additional information concerning the bid documents presented at the pre-bid conference or submitted in writing to Kim Swenson or Christel Burgess, Leasing Office, at the address previously listed, by no later than **5:00 p.m., Alaska Time, Tuesday, April 25, 2023**. The State may, but is not obligated to, consider comments received after 5:00 p.m., Alaska Time, Tuesday, April 25, 2023, and shall do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. Bidders are cautioned that the State may not deem the time sufficient to issue addenda addressing comments received after 5:00 p.m., Alaska Time, Tuesday, April 25, 2023. Any matter about which a potential Bidder has not filed a written objection before an applicable objection deadline shall be deemed waived by that person and not a proper basis for a protest or appeal. The Leasing Office facsimile number is (907) 474-2513.

K. COMPETITIVE INTEGRITY

The State seeks to maintain a fair and even competitive environment for all potential Bidders to protect the integrity of the bid process. Kim Swenson, Airport Leasing Specialist II, and Christel Burgess, Chief of Leasing, are the only authorized State of Alaska Department of Transportation & Public Facilities liaisons with whom a potential Bidder, or anyone on its behalf, may have contact concerning this invitation from the release date of this ITB until the State awards the Concession Agreement. Bidders must submit all comments, suggestions, and requests for information to Kim Swenson or Christel Burgess, subject to the previously mentioned deadlines

for written comments. The mailing and physical address for comments is Fairbanks International Airport, Leasing Office, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709. The telephone number is (907) 474-2525 or (907) 474-2549 and facsimile number (907) 474-2513.

Any communication concerning the content of this invitation by a potential or actual Bidder, or anyone on its behalf, with any State of Alaska, Department of Transportation & Public Facilities official or employee other than the authorized State of Alaska liaisons, Kim Swenson and Christel Burgess, shall result in the rejection of that Bidder's bid unless;

- the communication is a protest properly and timely filed under 17 AAC 42.910 prior to the deadline for bids, or,
- in the reasonable judgment of the liaison, the communication could not reasonably be believed to have given the Bidder a competitive advantage or have impaired the fair and even competitive environment of this invitation.

The pre-bid conference is the only other contact contemplated by this invitation between State of Alaska Executive Branch officials and potential Bidders.

L. GROUNDS FOR REJECTION

1. Non-Responsive Bids

The State shall consider a bid to be not responsive if the Bidder submits more than one bid under the same or different names or if the bid:

- is submitted late or to the wrong place;
- does not include the required bid deposit;
- is not signed in a manner binding on the bidder;
- is illegible;
- is not submitted in a sealed enclosed envelope;
- fails to acknowledge all material addenda that the State has issued;
- offers an alternative compensation formula that the ITB does not allow;
- does not conform in all material respects to the ITB; or
- is conditional.

After the opening of sealed bids but before award, the State may permit a Bidder to correct minor informalities discovered in a bid.

2. Non-Responsible Bidders

An award shall not be made to a Bidder if the State determines in writing that the Bidder is not responsible under 17 AAC 42.390 or because the Bidder:

- is in violation of a provision of AS 02 or 17 AAC 42 or 45;
- is in violation of a material term of a contract with the department;
- is in arrears on a rental payment or other material financial obligation to the department;
- is in default of a material obligation under any lease, permit, or concession that the department has issued for any property or activity at any airport that the department owns, operates, or otherwise controls;

- fails timely to establish financial responsibility acceptable to the Airport Manager;
- fails timely to meet the Bidder qualification requirements;
- fails timely to provide sufficient information to determine the responsibility of the Bidder.

3. Tie-Bids

This solicitation bases award on the "highest minimum annual guarantee" bid item. It is theoretically possible that two or more bidders may submit identical "highest minimum annual guarantee" bids. This paragraph provides a mechanism to resolve ties, if any, among responsive and responsible bidders who have apparent winning bids.

In the event that two or more bidders submit identical, "highest minimum annual guarantee" bids in accordance with the "Bid Submittal Form," the following procedures will apply. If two or more bidders are eligible for bid award, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

Objections, if any, to proceeding in accordance with this tie-breaking procedure shall be raised in accordance with Item J, Paragraph 3.

M. GENERAL INFORMATION

This invitation does not guarantee or imply that the successful Bidder will make a profit.

Each Bidder must have the ability to satisfy its bid and to perform all obligations of the Vending Concession Agreement. The State may perform any investigation it deems necessary to determine a Bidder's ability to perform these obligations. The State may require a Bidder to furnish additional information, including financial information, to determine whether the Bidder is responsible and able to perform the obligations of both its Bid and the Concession Agreement.

Any oral explanation or instruction given by its State officials does not bind the State. This ITB, consisting of the Terms of Invitation, Instructions to Bidders, the Bid Submittal Form, Bidder's Affidavit, the Bidder's Questionnaire, the Sample Vending Concession Agreement, and Supplemental Information shall remain as written except as clarified by written notice or changed or supplemented by one or more written addenda, identified as such and issued by the State, and sent to all parties to whom the State previously provided a bid package. The Sample Vending Concession Agreement, including any changes made by addendum and with the appropriate blanks filled in at the time of award, is the form of Concession Agreement that a successful Bidder and the State shall sign and, together with the Bidder's complete bid, becomes the Concession Agreement that shall bind a successful Bidder. The Sample Vending Concession Agreement is not subject to negotiation by a successful Bidder. The State, in its sole discretion, reserves the right to make minor administrative changes to the Sample Vending Concession Agreement.

The State shall send a notice of intent to award to all Bidders at least seven (7) days before the State issues an award. An aggrieved Bidder must file a written protest with the Airport Manager under 17 AAC 42.910 within seven (7) calendar days after the date that the notice of intent to

award was mailed. A protest is not effective and is waived unless it is submitted timely in writing, is signed by the protester or the protester's representative, and includes:

- a reference to this ITB for Vending Machine Agreement;
- a copy of the decision being protested;
- a detailed statement of the factual and legal basis of the protest, including a statement of the facts alleged to be in dispute and a copy of any relevant documents, and a statement of the remedy requested;
- the address of the protester or the protester's representative to whom any notice or decision concerning the protest is to be mailed or delivered; and

At the same time the protester mails or delivers the protest to the Airport Manager, the protester must mail or deliver a copy of the filed protest documents to any other Bidder(s). The proper and timely filing of a protest under this section shall stay the decision being protested until the protest is decided unless and until the Airport Manager determines in writing that it is contrary to the best interest of the State to stay the decision beyond the date of that determination or another stated date. The protester may appeal an adverse decision on the protest only in accordance with 17 AAC 42.920. A decision not timely protested in accordance with 17 AAC 42.910 is not subject to appeal under 17 AAC 42.920.

Each successful Bidder must sign and deliver the Concession Agreement to the Airport Leasing Office at the address previously listed within fifteen (15) calendar days after receipt of the award notice. The State may annul an award and retain the bid deposit as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Concession Agreement within the required time. The State may then, in its discretion, award the Concession Agreement to the next responsive and responsible bidder with the highest minimum annual guarantee bid. The State may annul the award and retain the bid deposit of any Bidder subsequently awarded the Concession Agreement if that Bidder does not sign and return the Concession Agreement within the required time.

The State may reject any or all bids and waive any minor defect, unless otherwise specified in these documents, if the State determines that the rejection or waiver is in the State's best interest. The State may advertise for new bids or award the Concession Agreement privilege in any manner it believes is in its best interest if the State rejects any or all bids. The State is not obligated to enter into an agreement with any Bidders. The State is not responsible for any cost associated with the preparation or submission of bids.

3-14-23
Date

Christel Burgess
Christel Burgess, Chief of Leasing
Fairbanks International Airport

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FAIRBANKS INTERNATIONAL AIRPORT

VENDING MACHINE CONCESSION AGREEMENT

ADA-90944

INSTRUCTIONS TO BIDDERS

I. BID SUBMITTAL

- A. Bidder must submit its bid in a sealed package that is clearly marked on the outside with (a) the Bidder's name and (b) the following label:

**Vending Machine Concession
Fairbanks International Airport**

If the bid is mailed, the Bidder must enclose the sealed bid package in a second package for mailing. The State shall not consider late, electronic, facsimile, or telephonic Bids.

No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, insurance costs, or for any other purpose shall be paid by the State.

All bids submitted must be valid for a minimum of one hundred twenty (120) days after the date of the bid deadline. During this time, bids and Bidders shall be investigated, evaluated, recommended and submitted to the State for final approval for the award of the Agreement.

II. REQUIREMENTS FOR A COMPLETE BID

The following items constitute a complete bid:

- A. One (1) completed, signed, and notarized Bid Submittal Form (blue colored pages 13 - 15).
- B. One (1) completed, signed, and notarized Bidder's Affidavit (blue colored pages 17 - 19).
- C. One (1) completed, signed, and notarized Bidder's Questionnaire (blue colored pages 21 - 25).
- D. The two thousand dollar (\$2,000) bid deposit in the required form.

III. BID AMENDMENT OR WITHDRAWAL

The following is the process required to withdraw or substitute a bid after submittal to the State:

- A. The Bidder's name must clearly appear on the outside of its sealed bid. The State shall not open any bid for Bidder identification or any other reason before 2:00 p.m., Alaska Time, Tuesday, May 2, 2023.
- B. The Bidder must submit a written request to withdraw its bid. The Bidder or its authorized representative must sign and notarize the written request to withdraw its bid, and it must be delivered to the State at the address for submitting bids before 2:00 p.m., Alaska Time, Tuesday, May 2, 2023.
- C. The Bidder may submit a new bid after withdrawal of a bid if the new bid is delivered to the State at the address for submitting bids before 2:00 p.m., Alaska Time, Tuesday, May 2, 2023.

The State shall not accept electronic, facsimile, or telephonic bid withdrawals or amendments.

IV. GENERAL INFORMATION

- A. Disposition of Bid Deposits: The State may either cash or hold a Bidder's bid deposit until the State signs the Concession Agreement with the respective, successful Bidder. The State may annul the award and retain the Bidder's deposit if the Bidder is successful, but does not return its signed Concession Agreement by the time required. After both the successful Bidder and the State sign the Concession Agreement, the State shall apply the successful Bidder's deposit to the fees due the State within ninety (90) days after the Agreement beginning with the first month of the Concession Agreement. The State shall return bid deposits of unsuccessful Bidders as soon as practical after the State signs the Concession Agreement awarded under this invitation.

- B. Bid and Award Schedule

March 15, 2023	Public notice and release of bid documents
April 12, 2023	Deadline for questions, comments, or objections regarding ITB documents
April 18, 2023	Pre-bid conference
April 25, 2023	Deadline for any and all comments regarding the initial ITB documents as amended
May 2, 2023	Last day to submit bids and bid opening
May 9, 2023	Notice of Intent to Award
May 16, 2023	Award bid to successful bidder
May 23, 2023	Issue Agreement
May 31, 2023	Turnover date to begin installation of vending machines

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FAIRBANKS INTERNATIONAL AIRPORT

**VENDING MACHINE
CONCESSION AGREEMENT**

ADA-90944

BID SUBMITTAL FORM

DATE

The undersigned (individual, partnership, joint venture, or corporation) offers to enter into a Concession Agreement for certain non-exclusive rights to operate a Vending Machine concession at the **Fairbanks International Airport** (Airport), as deemed appropriate by Airport management. The limited nature of these rights is outlined in the Sample Vending Concession Agreement (Agreement) included with this Invitation to Bid (ITB) package.

In connection with this offer, the Bidder offers to pay the greater of the Minimum Annual Guarantee (MAG) or percentage fee of thirty-five percent (35%) of gross receipts.

(The minimum acceptable Minimum Annual Guarantee is \$25,000)

Contract Year One (1) Minimum Annual Guarantee _____

Contract Year Two (2) Minimum Annual Guarantee _____

Contract Year Three (3) Minimum Annual Guarantee _____

Contract Year Four (4) Minimum Annual Guarantee _____

Contract Year Five (5) Minimum Annual Guarantee _____

The following attached documents are part of this offer:

1. One (1) completed, signed, and notarized Bidder's Affidavit (blue colored pages 17 - 19).
2. One (1) completed, signed, and notarized Bidder's Questionnaire (blue colored pages 21 - 25).
3. The two thousand dollar (\$2,000) bid deposit in the required form.

A successful Bidder must sign and deliver the Concession Agreement to the Airport Leasing Office at the address previously listed within fifteen (15) calendar days after receipt of the award notice. The State may annul an award and retain the bid deposit as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Concession Agreement within the required time.

The Bidder acknowledges receipt of the following addenda related to this invitation:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder as it should appear
in Concession agreement

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

NOTARIZE PAGE 15 (Copy and attach additional acknowledgment sheets as needed)

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

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**FAIRBANKS INTERNATIONAL AIRPORT
VENDING MACHINE
CONCESSION AGREEMENT**

AGREEMENT ADA-90944

BIDDER'S AFFIDAVIT

_____ being first duly sworn, state(s) the following:

1. The Affiant (as Bidder or as authorized representative or officer of the Bidder) has carefully examined the entire ITB as defined in the Terms of Invitation for Vending Concession Agreement ADA-90944 and all bid documents submitted by _____ relating to Vending Concession Agreement ADA-90944 for certain exclusive rights to operate a Vending Machine Concession at the Fairbanks International Airport (Airport), as defined in the ITB, and make all representations in this Bidder's affidavit on behalf of the Bidder.
2. The Bidder acknowledges that all documents and statements submitted with its bid become the property of the State of Alaska (State) when received by the State and then become public information at the public bid opening (subject to provisions outlined on page two (2) of the Terms of Invitation).
3. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
4. The bid is genuine, not collusive, nor a sham.
5. The Bidder has not, directly or indirectly, induced or solicited any other Bidder to submit a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham bid or to refrain from submitting a bid.
6. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the fees or obligations of this or any other bid; nor to fix any overhead, profit, or cost element of the bid price or that of any other bid; nor to secure any undue advantage against the State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport, or anyone interested in Vending Concession Agreement ADA-90944.
7. The Bidder shall not, during the period in which the Concession Agreement is in effect, hire or engage any State employee for whom the proper discharge of official duties may conflict with their employment, including as set forth in AS 39.52.
8. All statements contained in the bid and supporting documents are true.
9. The Bidder has not, directly or indirectly, divulged its bid price nor any breakdown of the bid or its contents, nor any relevant information or data, to any individual or any member or agent of any corporation or company, association, or organization competing for this Concession Agreement.

10. The Bidder has not paid and shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any public official that may participate personally and substantially in the selection of the successful Bidder for the Concession Agreement.

11. The Bidder is not in arrears on any payment owed to the State of Alaska, Department of Transportation & Public Facilities; is not in default of any obligation to the State of Alaska, Department of Transportation & Public Facilities; and has not failed to perform any previous agreement with the State of Alaska, Department of Transportation & Public Facilities faithfully and diligently.

12. The Bidder is able to successfully undertake and complete the responsibilities and obligations of this invitation and its bid as submitted.

13. The Bidder has not engaged in any unauthorized contact with State of Alaska, Department of Transportation & Public Facilities officials or employees as described in Section III of the Terms of Invitation.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

NOTARIZE PAGE 19 (Copy and attach additional acknowledgment sheets as needed)

VERIFICATION

STATE OF _____)
) ss.
)
(Judicial District or County)

I _____ say on oath or affirm that I have read
the foregoing document and believe all statements made in the document are true and correct.

Signature _____

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

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FAIRBANKS INTERNATIONAL AIRPORT

**VENDING MACHINE
CONCESSION AGREEMENT**

AGREEMENT ADA-90944

BIDDER'S QUESTIONNAIRE

The Bidder must submit the information requested in this questionnaire with its bid. Attach additional pages, as necessary, and label responses with the same item number of the information requested. The Bidder must make complete and accurate statements and present them in the form requested. The Bidder must respond in English and provide financial information in U.S. dollars as valued during the referenced year. The State reserves the right to reject a bid for omissions, inaccuracies, or misstatements in this questionnaire or any attachment.

1. Name of Bidder's designated contact for the receipt of notices during this invitation:

2. Bidder's mailing address as it should appear in the Concession Agreement:

3. Bidder's physical address:

4. Bidder's telephone number:

5. Bidder's facsimile number:

6. If awarded the Concession Agreement, the Bidder intends to operate as the following:

<input type="checkbox"/> Individual	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company

- A. If the Bidder intends to operate as a partnership, attach a complete copy of the fully executed partnership agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate general partner. In addition, for any corporate general partner, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate

Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.

- B. If the Bidder intends to operate as a joint venture, attach a complete copy of the fully executed joint venture agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate joint venturer. In addition, for any corporate joint venturer, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 - C. If the Bidder intends to operate as a corporation, provide a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction. In addition, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 - D. As an alternative to a Corporate Resolution, a Certification by the Secretary or an Assistant Secretary of the Corporation stating, on behalf of the Corporation, the authority of the signer, that the authority extends to and includes the Corporation's bid in response to this State of Alaska ITB, and that the Secretary is authorized to make the Certifications shall be satisfactory.
 - E. If the Bidder intends to operate as a limited liability company, attach a complete copy of the company's articles of organization and agreement. In addition, provide a Certificate of Good Standing not more than thirty (30) days old from the registering jurisdiction. In addition, provide a resolution of more than one-half of the members that indicates the parties authorized to act on behalf of the limited liability company.
7. Attach a description of the Bidder's experience that addresses the Airport's qualifications. Specifically attach a description of the Bidder's qualifying experience in operating Vending Machines. For the purpose of this question 7, the word "entity" includes a sole proprietorship, a general partnership, a limited partnership, a joint venture, a corporation and a limited liability company.

If the proposing entity was formed before January 1, 2023, provide a response to the following items A through C that relate to the Bidder's experience as that entity.

If the proposing entity was formed after January 1, 2023, provide a response to the following items A through C that relate to the Bidder's experience for one or more persons depending on the relevant type of the following entities.

- the individual if a sole proprietorship
- one or more partners in a general partnership
- one or more general partners in a limited partnership
- one or more venturers in a joint venture
- the majority shareholders in a corporation
- the members of a limited liability company

As an alternative, the Terms of Invitation states that a Bidder may base its experience on a "principal operator" that is defined as "the person or business entity responsible for policy

making and daily operation of the vending machine business." If the Bidder bases its experience on a "principal operator," provide a response to the following items A through C that relates to the experience of the "principal operator." In addition, provide a detailed description of the proposing entity and the relationship of the "principal operator" to that entity.

- A. Location – Street address, mailing address, city, and state (country, if not located in the United States) – for at least five (5) Vending Machine locations.
 - B. The total number of Vending Machines at each location.
 - C. The mailing address, telephone number, and contact name for a government agency, certified public accounting firm, or other independent source authorized to confirm to Airport personnel over the telephone the accuracy of the proposer's data furnished in the response to question number seven.
8. Financial References: Attach a letter of reference from a bank or other financial institution where the Bidder regularly does business. Include the name and telephone number of an officer of the institution whom the Bidder authorized to verify this information over the telephone to Airport Personnel. The reference must include the following:
- A. Length of financial relationship.
 - B. How the Bidder handled its account (for example, satisfactorily).
 - C. Quality of financial relationship.
9. Attach a copy of the Bidder's Alaska Business License.

For the purpose of items 10 through 12, the word "entity" includes the individual if a sole proprietorship; one or more partners in a general partnership; one or more general partners in a limited partnership; one or more venturers in a joint venture; the majority shareholders in a corporation, one or more members or the manager of a limited liability company, or the "principal operator" regardless of when the entity was formed.

10. Give the name, location, and date if any concession, management, or concession agreement between the entity and an Airport or other public agency was terminated, assigned, or transferred, within the past five (5) years, either voluntarily or involuntarily, before expiration of the agreement. Give the name and location of the Airport or other public agency, the date of termination, and an explanation of the circumstances. If none, mark this box [].
11. If the entity ever had a bond or surety canceled or forfeited, explain the circumstances surrounding the cancellation or forfeiture as well as the name of the bonding company, date, and amount. If none, mark this box [].
12. If the entity ever declared bankruptcy, explain the circumstances surrounding the bankruptcy as well as the date of filing, court jurisdiction, amount of liabilities, amount of assets, and status of any current bankruptcy action. If none, mark this box [].

The undersigned has read this questionnaire and states, under penalty of perjury, on oath or affirmation that the undersigned is authorized to sign this questionnaire and confirms the truth and accuracy of all statements, answers, and representations made in this questionnaire, including all attached supplementary statements.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager or, if there is no manager, a member of the company together with proof of authorization.

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

VERIFICATION

STATE OF _____)
)ss.
)
(Judicial District or County)

I _____ say on oath or affirm that I have read
the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

VENDING MACHINE CONCESSION AGREEMENT ADA-90944

TIMELINE

Date: 03/15/2023

(all dates subject to change)

March 15, 2023	Public Notice and release of bid documents.
April 12, 2023	Deadline for questions, comments, or objections regarding ITB documents.
April 14, 2023	Deadline for requesting to participate telephonically in the pre-proposal conference.
April 18, 2023	Pre-bid conference.
April 25, 2023	Deadline for any and all comments regarding the initial ITB documents as amended.
May 2, 2023	2:00 p.m. Deadline to submit bids and bid opening.
May 9, 2023	Issue notice of intent to award (if there is an award).
May 16, 2023	Deadline for protest or appeal.
May 23, 2023	Issue agreement. (successful proposer must sign & return agreement within the time set by the ITB - 17 AAC 42.375(5) This ITB allows 15 calendar days.)

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

FAIRBANKS INTERNATIONAL AIRPORT

SAMPLE VENDING CONCESSION AGREEMENT

ADA-90944

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**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
FAIRBANKS INTERNATIONAL AIRPORT**

**SAMPLE VENDING CONCESSION
AGREEMENT ADA-90944**

THIS AGREEMENT is made this 1st day of June, 2023, between the State of Alaska, Department of Transportation and Public Facilities, Fairbanks International Airport (State), whose address is 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709, and @ (Concessionaire) whose address is @.

In consideration of the Premises and of the charges, fees, covenants, rights and obligations contained herein, the parties agree to all conditions as follows:

INTRODUCTION

- A. The State owns and operates the Fairbanks International Airport (Airport), located in Fairbanks, Alaska.
- B. In connection with the Fairbanks International Airport, the State owns the Terminal Building. (Terminal).
- C. The State has determined it is necessary in the promotion and accommodation of air commerce and air transportation to have a Vending Concession available in Terminal at the Airport.
- D. For the benefit of air travelers and others, and to generate revenue for the State to support the Airport, the State makes space available for one (1) Vending Concession.
- E. It is in the State's best interest to have a Vending Concessionaire with proven experience in the vending business.
- F. The State has determined that selecting the Concessionaire through the competitive Invitation to Bid (ITB) process is in the best interest of the State.

**ARTICLE I
DEFINITIONS**

The following definitions apply for this Agreement:

- A. Agreement: This Concession Agreement ADA-90944, together with and incorporating the exhibits, the Concessionaire's bid in response to the Invitation to Bid (ITB), the ITB, and all other attachments and exhibits thereto, and all future amendments or supplements executed by the parties to this Agreement.
- B. Agreement Year: This Agreement includes the following five (5) Agreement Years (Base Term):
 - 1. June 1, 2023, through May 31, 2024
 - 2. June 1, 2024, through May 31, 2025
 - 3. June 1, 2025, through May 31, 2026

4. June 1, 2026, through May 31, 2027
 5. June 1, 2027, through May 31, 2028
- C. Airport: The real property and facilities of the Fairbanks International Airport, Fairbanks, Alaska, as they exist on the execution date of this Agreement, together with any future changes. The real property and facilities of the Fairbanks International Airport as they exist on March 2023, are shown on Exhibit A of this Agreement.
- D. Annual Guarantee: For each Agreement Year, the minimum amount the Concessionaire must pay to the State in accordance with Article VI (Fees and Payments).
- E. Base Term: The first five (5) Agreement Years of this Agreement.
- F. Certified Activity Report: A report that the Concessionaire must submit to the State to report Gross Sales and other information and that is certified on behalf of the Concessionaire to be complete and accurate. A sample format is shown in Exhibit C (Certified Activity Report).
- G. Concessionaire: The successful bidder for the Invitation to Bid for this Vending Concession Agreement ADA-90944, who enters into this Agreement, or any other subsequent Concessionaire as provided under Article XXIII (Assignment or Subcontract) of this Agreement.
- H. Disadvantaged Business Enterprise (DBE): A business certified by the State of Alaska, Department of Transportation & Public Facilities as a disadvantaged business enterprise as defined in 49 CFR, Part 23 or in related guidance published by the U.S. Department of Transportation or Federal Aviation Administration.
- I. Effective Date: The contract is effective on the date it is signed by the State. However, as it is used in this Agreement, the term Effective Date refers to the first day of the first Agreement Year.
- J. Gross Revenue: All revenues, income and receipts of the Concessionaire, on an accrual basis, owed to or received by the Concessionaire from sales or other business at, from or related to the Airport.
- K. Invitation To Bid (ITB): All documents issued by the State, and all documents submitted by the Concessionaire, in connection with the Invitation to Bid for Concession Agreement ADA-90944, including the Notice Inviting Bids, Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Concession Agreement and Supplemental Information as modified or supplemented by addenda, and all other documentation required in the ITB, and all information submitted by the Bidder with its bid.
- L. Minimum Annual Guarantee (MAG): The dollar amount bid in the ITB which is the minimum dollar amount the Concessionaire must pay the State each agreement year.
- M. Monthly Guarantee Rate: The monthly guarantee rate is the MAG divided by twelve (12).
- N. Percentage Fee: The percentage of Gross Receipts the Concessionaire is required to pay to the State in accordance with Article VI (Fees and Payments).

- O. Premises: The Airport will award one vending machine concession agreement. The Premises of Concession Agreement ADA-90944 will include 5 vending locations as shown on Exhibit A, Sheet 1 of 4 and Sheet 2 of 4, Spaces TC1100A, T1900E, C2203A, C2200C and TC2400A, updated March 2023, of the Sample Vending Concession Agreement ADA-90944.
- P. Term: The period of time specified under Article III (Term) of this Agreement which includes the Base Term.
- Q. Terminal: The passenger terminal building at the Airport as shown on Exhibit A.

ARTICLE II

SCOPE OF AGREEMENT

The Concessionaire must perform all obligations and conduct all activities in compliance with this Agreement, and comply with all promises and representations made in its bid, which is by this reference incorporated here in its entirety, as accepted by the State. This includes all documents generated in the ITB, competition and award of this Agreement.

ARTICLE III

TERM

- A. This Agreement is in effect on the date it is signed on behalf of the State. The State grants the Concessionaire the rights listed in Article IV (Rights Granted) beginning June 1, 2023 and ending May 31, 2028 (the Base Term). The Effective Date, as defined in Article I (Definitions) and as used throughout this Agreement, is June 1, 2023, which is the date the initial term of this Agreement begins.
- B. In order to avoid an interruption of services to the public or revenues to the State, and to facilitate fair and orderly selection of, and transition to, any successor Concessionaire, the State may by written notice to the Concessionaire not less than sixty (60) days before the end of the Agreement term, as applicable, require the Concessionaire to continue to operate and manage its Vending Concession at the Airport as set forth in this Agreement beyond the end of the Agreement Term. The holdover period, which shall be determined by the State, shall not exceed one (1) year from the expiration date of the immediately preceding Base Term except by mutual consent of the parties.

ARTICLE IV

RIGHTS GRANTED

The State grants the Concessionaire the authority to exercise the following rights subject to the obligations under this Agreement:

- A. Concession Rights
1. The Concessionaire shall have certain non-exclusive rights, and a corresponding obligation, to install, operate, and maintain at its own expense a specific number of vending machines in each of the areas designated on Exhibit A, and to sell items from said machines. Concessionaire understands that the Airport has entered into other food and beverage concession agreements, and other concession agreements which permit the sale of food and beverages in the

Airport Terminal; therefore the Concessionaire's non-exclusive rights pertain solely to vending machines.

2. The right to occupy the Premises for the business authorized under this Agreement.
3. The right to ingress, egress and occupy the premises by the Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees, subject to the security rules of the airport.

ARTICLE V

PREMISES

- A. The State will deliver the Premises to the Concessionaire on May 31, 2023. The Concessionaire accepts the Premises in their then-present condition and "as is." The Concessionaire acknowledges that the State's obligation is limited to making the Premises available to the Concessionaire for its use.
- B. The Airport will award one vending machine concession agreement. The Premises of Concession Agreement ADA-90944 will include 5 vending locations as shown on Exhibit A, Sheet 1 of 4 and Sheet 2 of 4, Spaces TC1100A, T1900E, C2203A, C2200C and TC2400A, updated March 2023, of the Sample Vending Concession Agreement ADA-90944.

ARTICLE VI

FEES AND PAYMENTS

- A. Concession Fee: For the rights and privileges granted under this Agreement, the Concessionaire shall pay the State each month the greater of the monthly guarantee rate or the percentage rate of thirty five percent (35%) as applied to gross receipts.
 1. Year One Minimum Annual Guarantee (MAG): @ (bid amount)
Year Two Minimum Annual Guarantee (MAG): @ (bid amount)
Year Three Minimum Annual Guarantee (MAG): @ (bid amount)
Year Four Minimum Annual Guarantee (MAG): @ (bid amount)
Year Five Minimum Annual Guarantee (MAG): @ (bid amount)
 2. Percentage Fee Rate: The monthly Percentage Fee Rate shall be thirty five percent (35%) for the entire Term of the Agreement, as applied to Gross Receipts.
- B. Payments to the State
 1. By the twentieth (20th) day of each month during this Agreement, beginning July 20, 2023, the Concessionaire will pay the State the Concession Fee for the preceding month as defined in Section A above and the ITB.
 2. The Concessionaire shall make payments in United States of America currency either in cash or by check, bank draft, money order payable to the State of Alaska or electronic funds transfer (EFT). The Concessionaire shall submit payments free from any claim, demand, setoff, or counterclaim of any kind against the State of Alaska, Fairbanks International Airport, Accounting, 6450

Airport Way, Suite 1, Fairbanks, Alaska 99709. The State must receive payments on or before the due date.

C. Certified Activity Reports

1. On or before the twentieth (20th) day of each month during this Agreement, beginning on July 20, 2023, the Concessionaire shall deliver to Airport Accounting, Fairbanks International Airport, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709, a certified activity report.
2. The Concessionaire shall submit the certified activity report in a form that is acceptable to the State, which may include an electronic file in current Microsoft Excel for Windows or other electronic file acceptable to the State. The Certified Activity Report must reflect the Concessionaire's Gross Sales for the previous calendar month in terms of United States of America currency. A sample format is shown on Exhibit C (Certified Activity Report).
3. If the Concessionaire fails to submit to the State the Certified Activity Report (CAR) with payment as required by Section C (Certified Activity Reports) of this Article by the due date stated in that section, the Concessionaire shall pay, in addition to interest on all unpaid fees payable with that report, a late fee of \$30.00 for the first day late and \$15.00 per day thereafter until the report is received. The fee will be assessed beginning the day after the report is due and will include the day it is received. If the due date falls on a weekend or a date the State's offices are closed due to a holiday, the Concessionaire shall submit the report, and payment if applicable, by the end of the first work day following the weekend or holiday.

- D. Fees Vest in the State: Fees payable to the State by the Concessionaire under this Agreement shall be owned by the State at the time of each customer transaction and will be held in trust by the Concessionaire while the funds are in Concessionaire's custody and control. The Concessionaire is responsible for these fees until delivered to the State. If any fees payable to the State are lost, stolen, or otherwise unlawfully removed from the custody and control of the Concessionaire, the Concessionaire remains responsible to the State for the revenue.

E. Liquidated Damages

1. Time is of the essence in meeting the requirements of this Agreement. Without waiving any of its other legal or equitable remedies, the State will have the right to assess liquidated damages in an amount not to exceed one hundred dollars (\$100) for the first day and twenty dollars (\$20) per day thereafter, unless another amount is specifically stated within this Agreement as being applicable to a specific section of this Agreement, for failure to timely comply with the requirements of any Article of this Agreement after 24 hours of being non-operational or out of stock, not as a result of the State.
2. The State will notify the Concessionaire in writing of any deficiency and the State's intent to assess liquidated damages. The Concessionaire shall have forty-eight (48) hours after receipt of the notice to remedy all deficiencies identified in the notice prior to the State assessing the liquidated damages. If the Concessionaire fails to remedy any deficiency by the date indicated in the written

notice, the assessment of liquidated damages will be retroactive to the date of the notice.

3. The State recognizes that there may be deficiencies that require more than forty-eight (48) hours to remedy and, as such, will be reasonable when considering requests for additional time to cure deficiencies. The Concessionaire must submit request for additional time, in writing, prior to the deadline stated in any written notice by the State. Any permission from the State for an extended period to cure a deficiency shall be granted or denied in writing.
 4. The State is not required to issue a written notice related to an established deadline that the Concessionaire fails to meet, such as a report due date or a payment due date. Failure by the Concessionaire to meet a specified deadline may result in the immediate assessment of liquidated damages without a written notice by the State.
 5. The Concessionaire and the State stipulate that assessment of liquidated damages shall not be construed as a penalty; rather, the Concessionaire and the State stipulate that the damages resulting from violations of this Agreement and the ITB will be hard to measure and ascertain and may, at the option of the State, be stated as "liquidated damages".
 6. The Concessionaire shall pay any assessment of liquidated damages by the State within ten (10) days of receipt of an invoice for such damages.
 7. The Concessionaire may protest any assessment of liquidated damages under 17 AAC 42.910.
- F. Unpaid Fees: Any rent, charge, fee, liquidated damage, or other consideration due but unpaid at the expiration or cancellation of this Agreement is a charge against the Concessionaire and its property, real or personal, at the Airport. The State has any lien rights allowed by law. Either the State or its authorized agent may provide enforcement.
- G. Interest: Beginning the day after payment is due, all fees due and unpaid accrue interest at ten and one-half percent (10.5%) per annum until paid. In its discretion, the State may increase this interest rate to the legal rate for post-judgment interest under Alaska law.
- H. Bid Deposit: The State, in its sole discretion, will either refund the Concessionaire's bid deposit or apply it to the fees due the State beginning no later than ninety (90) days after the Effective Date.
- I. Badge/Fingerprint Fees: Concessionaire will pay the requisite and current Airport Badge Fees and Fingerprinting Fee for each badge issued during the term of this Agreement. As may be applicable, the Concessionaire will also pay any other badge-related fee duly established, including fees for replacement badges and for lost or otherwise unreturned badges.
- J. Other Fees: The State reserves the right to impose and collect charges and fees from Concessionaire for the following:
1. The use of parking and tenant employee parking on the Airport;

2. The use of specified equipment, facilities or services when such use is requested by Concessionaire; and
3. The privilege of accessing the Airport to conduct any business other than vending machine services.

ARTICLE VII

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- A. State Policy: The State of Alaska's policy is to ensure that Disadvantaged Business Enterprises (DBEs) have equal opportunity to participate in the performance of Airport concession contracts.
- B. Concessionaire's Obligation
1. 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 Parts 23 or 26;
 2. That it shall assist the Airport in reaching its overall ACDBE participation goal by subleasing, whenever possible, a portion of its concession locations to Small Business Enterprises, Woman Business Enterprises, and Certified ACDBE's; and;
 3. That it shall include the following statements in any subleases or contracts covered by 49 CFR Parts 23 and 26, that it enters into and shall cause those businesses to similarly include the statements in further agreements:
 - a. "This agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR Part 23 and 49 CFR Part 26. 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 or 49 CFR 26."
 - b. "The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 or 49 CFR Part 26, that it enters into and require those businesses to similarly include the statements in further agreements."

ARTICLE VIII

OPERATION OF CONCESSION SERVICES

The Concessionaire's operation under this Agreement is a service to airline passengers and other users of the Airport. The Concessionaire acknowledges that the ability of the State to effectively compete with airports outside the State of Alaska and to promote tourism in the State of Alaska depends, in part, on the performance of the Concessionaire. Accordingly, the

Concessionaire shall conduct its operation in a first-class, businesslike, efficient, courteous, accommodating manner, and will comply with the following:

A. General

1. The Concessionaire shall ensure that all requirements of the City, State and Federal laws, and regulations adopted by the City, State, Federal or any governmental legal authority and the rules and regulations promulgated by the State as same may be amended from time to time, are fully complied with at all times.
2. The Concessionaire's business shall be conducted in a manner so as to meet the needs of the Airport's patrons and the State and in a manner that will reflect positively upon the Concessionaire and the State. The Concessionaire shall offer quality services and equipment that are operational at all times, to provide first class service in a clean, attractive and pleasant atmosphere.
3. The Concessionaire shall generate revenue for the Airport by developing retail strategies that most efficiently meet customer demands and standards of performance that will allow the Concessionaire to operate efficiently while maximizing customer satisfaction.
4. The Concessionaire shall incorporate local and specialty items to the extent possible, and use creativity to allow adaptation to changes in passenger traffic, demographics, and trends in automated vending.
5. The Concessionaire may offer the State specialty vending machines, if available, that the Concessionaire believes will serve the needs of the traveling public. The State shall be the sole determinant on what serves the needs of the traveling public and the State's decision in this regard will be final.
6. The Concessionaire shall not permit any defacing of walls, floors and fixtures; keep all the premises free from trash and debris; and maintain and service all equipment at a high level of efficiency, reliability and appearance.
7. The Concessionaire shall neither commit nor allow any nuisance, noise or waste on the Airport or annoy, disturb or be offensive to other Airport users.
8. The Concessionaire shall not use any space outside the Premises, but within the Airport, for sale, storage, or any other undertaking, unless specifically leased from the State or subleased with the consent of the State for that purpose.
9. The Concessionaire shall stock an inventory of merchandise of such size, character, and quality as will produce the maximum volume of gross revenue from the premises consistent with good practices.
10. The Concessionaire shall ensure that it provides sufficient equipment, including vehicles, as necessary for efficient operation at the Airport.
11. All delivery and installation costs shall be the responsibility of the Concessionaire.

- B. Business Development: The Concessionaire shall take all reasonable measures to maintain, develop, and increase its business at the Airport without diversion of any business to any entity or location not subject to this Agreement.
- C. Orderly Operations: The Concessionaire shall conduct all business in an orderly and peaceful manner without interfering with other tenants, users, or occupants of the Airport.
- D. Service Quality: The State desires to provide airline passengers and other users of the Airport with vending services that are of the highest quality. The Concessionaire shall maintain professional personnel who will provide a high standard of service to the public. Vending machines will be kept up-to-date with current standards and future improvements in technology and services that best meet the needs of the traveling public. While on duty, the personnel will present a neat and clean appearance, remain courteous at all times, and wear any and all badges or other identification cards that are mandated by the management of the Airport or any federal agency.
- E. Reasonable Pricing
1. The Concessionaire will furnish the services authorized under this Agreement to its customers on a fair, nondiscriminatory basis with reasonable prices to customers. All services provided by the Concessionaire shall be competitive in price to those services at off-airport locations within the Fairbanks area and other airports of similar size and operation.
 2. The Concessionaire shall, upon execution of this Agreement, provide Airport Leasing with a list of merchandise and services, including pricing, which the vending machine inventory will comprise of. Item prices and brand name selections shall not differ from those submitted unless agreed to in writing by Airport Leasing.
 3. All price changes (both positive and negative) for products must be submitted in writing to Airport Leasing at least thirty days prior to the effective date of the price change. The Concessionaire must provide at least one supporting document which shows why price changes are occurring. This may include, but is not limited to, a certified invoice from the wholesaler where products are purchased, certified invoice or bill of sale from the product manufacturer, or a nationally recognized product publication which lists when and where price changes will occur.
 4. During the term of this agreement, no less than one time per Agreement year, thirty (30) days after the end of each Agreement year, the Concessionaire shall conduct, or shall cause to be conducted, a vending machine price comparison of all current items. The price comparison shall compare the price of items sold in the Airport vending machines with the price of items sold in comparable vending machines off Airport property in the greater Fairbanks area.
- F. Hours of Operation
1. The Concessionaire shall actively operate the concession to best serve the needs of Airline passengers, airport employees, and other users of the Airport.

Unless otherwise approved by the State, the Concessionaire must maintain twenty-four (24) hour operation of all vending locations.

2. The Concessionaire must, within forty-eight (48) hours after notice to the Concessionaire by the State, repair or remove and replace any vending machine that is not operating reliably. Failure to complete the repair or replacement constitutes a breach and entitles the State to liquidated damages for each day from when the vending ceased to operate reliably. In the event that the State determines that any vending machine has for seventy-two (72) hours or more not been operating properly and reliably, the Concessionaire must, within forty-eight (48) hours after notice to the Concessionaire by the State, remove that vending machine. Failure to remove a non-operational machine within the time allowed will result in liquidated damages as defined in Article VI, Fees and Payments, Section E.

G. Maintenance

1. Concessionaire will clean and maintain the interior and exterior of the vending machines during the term of this Agreement, reasonable wear and tear excepted. Concessionaire will not permit or allow any portion of the Terminal building to be damaged or depreciated in value by any act or negligence of the Concessionaire its agents or employees.
2. The Concessionaire shall maintain the Premises in good repair, appearance, and in a safe condition at all times. At its own expense, the Concessionaire shall paint, repair, or replace its equipment as their condition may require. The Concessionaire shall take any action the State determines necessary for safety or to maintain the premises in good repair and appearance.
3. The Concessionaire shall pay for any lighting fixtures, extraordinary power use, or cleaning services required or caused by the Concessionaire which, in the State's determination, are beyond the scope of normal services provided by the State as described in Article XVII (State Services).
4. If the Concessionaire causes damage to the State or an Airport user due to inadequate maintenance by the Concessionaire or any of its equipment, fixtures, or systems, the Concessionaire shall repair the damage at its own expense. If the Concessionaire does not repair the damage, the State may, but is not obligated to, repair the damage and bill the Concessionaire for the State's costs. The Concessionaire shall pay the State within thirty (30) days of the billing date.

H. Signage

1. The Concessionaire shall not, without the prior written approval of the State in the form of an Airport Building Permit, construct, erect or place any signs in or on the Terminals or at the Airport other than an Airport-approved sign or marking on a vending machine providing information identifying the Concessionaire and concerning the services provided by that vending machine. The terms "sign" and "signs" as used herein shall mean advertising or promotional materials, billboards, notices, identification symbols, posters, electronic or static displays, information racks, decals, logos, or any similar device.

2. Prior to the construction, erection or placement of any sign, the Concessionaire shall submit to the State, for approval, drawings, sketches, electrical details, designs, elevations, dimensions, type, number, message and proposed location of such sign. Any restrictions, conditions or limitations with respect to any such sign as set forth in writing by the State will become conditions of this Agreement. The State will have the right to reject any sign proposed by the Concessionaire.
 3. The Concessionaire is responsible for obtaining all permits and approvals that are required to comply with local, state, federal, City of Fairbanks and Airport policies, rules and regulations.
 4. The Concessionaire shall follow all requirements of the State's Tenant Sign and Design Standards for the Airport.
 5. No temporary hand-written signs are permitted.
- I. Business Solicitation: The Concessionaire shall only solicit business at the Airport authorized under this Agreement and shall not directly solicit customers outside of its Premises without the prior written consent of the State.
- J. Airport/TSA/FAA Compliance Plan
1. The Concessionaire shall comply with all applicable responsibilities of the Airport Security Program, the Airport Certification Manual, and the Airport Emergency Plan and Airport Operational Orders required by 49 CFR Part 1542 and 14 CFR Part 139 and any other applicable regulation. The Concessionaire shall procure any identification badges required by the Federal Aviation Administration ("FAA") or the TSA or the Airport necessary to perform the rights and obligations under this Agreement. The Concessionaire is solely responsible if the FAA, TSA or the State find the Concessionaire at fault for any fine that results from a Concessionaire's violation of the Airport Security Program, the Airport Certification Manual, the Airport Emergency Program, 49 CFR Part 1542 and 14 CFR 139 by the Concessionaire, its agents, officers, suppliers, guests, customers, or employees while at the Airport.
 2. Any penalty imposed on the State that results from a violation of the Airport's Security Program, Certification Manual, Airport Operational Orders, Emergency Program, or any applicable local, state or federal regulation, caused in whole or in part by the Concessionaire or by any of Concessionaire's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of the Concessionaire, will, as between the State and the Concessionaire, be the sole responsibility of the Concessionaire, and will be reimbursed to the State within thirty (30) days of written demand if the State pays the penalty.
- K. Advertising: The Concessionaire shall have the limited ability to promote itself and its services on its Premises; however, the Concessionaire may advertise at the Airport only under a contract with the State's display advertising concessionaire.

ARTICLE IX
PERFORMANCE BOND

- A. Performance Bond: The Concessionaire will submit a performance bond to guarantee performance of all obligations and payment of all sums due under this Agreement. The amount of the performance bond shall be two thousand dollars (\$2,000.00). The Concessionaire will keep a performance bond in at least that amount in effect throughout the term of this Agreement.
1. The State may increase or revise the amount of the performance bond by written demand. The State will base any such increase or revision on reasonable and justifiable grounds.
 2. The State will accept a bond in the form of a cash deposit, a time certificate of deposit, a performance bond, an annual renewable bond, or an irrevocable letter of credit, all subject to State approval.
 3. The State will base its approval of the form of the bond on certainty of the assurance that the Concessionaire's failure to make timely payments or comply with any requirement of the Agreement will readily allow the State to attach and collect the full amount of the bond.
- B. Release of Bond: The State will release the bond only by written authorization after the Concessionaire has met all Agreement obligations. Neither cancellation nor expiration of this Agreement constitutes a release or discharge of the bond.

ARTICLE X
AUDITS, REPORTS, BOOKS, AND RECORDS

- A. Maintenance of Books and Records
1. To provide a satisfactory basis to confirm the accuracy of the Concessionaire's Certified Activity Reports, the Concessionaire shall establish and maintain books and records that concern the business authorized under this Agreement in accordance with generally accepted accounting principles. The Concessionaire's books and records must, in the determination of the State, enable the Concessionaire to report accurately, and the State to check easily, payments due the State under this Agreement.
 2. As used in this Agreement, "books and records" include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, daily or periodic summary reports, daily and monthly reports, computer terminal tapes, computer disks or other media (including, but not limited to, unedited computer generated printed material if access to the computer tapes or disks are unavailable), bank deposit slips, bank statements, credit/debit card service statements, tax reports to federal, state and local agencies (but not including state or federal income tax reports) and contractual Agreements with third parties (including subcontractors and joint venture partners) on the Airport that contract for services with the Concessionaire.
 3. The Concessionaire shall preserve all books and records of business conducted under this Agreement for the longer of six (6) months after completion of an audit

by the State or five (5) years after the end of the Agreement year to which the books and records pertain. However, if the State objects to any report or statement, the Concessionaire will preserve all books and records containing information relevant to that report or statement until resolution of the objection is confirmed in writing by the State.

4. The State, or its designee(s), shall have access to the above referenced records at all times regardless of the media in which the information is stored.

B. Audit

1. The Concessionaire shall permit the State to inspect, copy, and audit the Concessionaire's books, records, and supporting data related to this Agreement at the State's request during regular business hours. The Concessionaire shall either transport the necessary books and records to a location at the Airport for inspection, copying, or audit, or perform the audit at the location where the Concessionaire books and records are located. The State reserves the right to perform the audit, at its own expense, at the location where the books and records are located if the State desires. If the Concessionaire fails to transport the books and records to a location at the Airport within thirty (30) days after request by the State, the State reserves the right to perform the audit at the location where the Concessionaire maintains the records, subject to the Concessionaire paying expenses as provided for in Section B.2 of this Article.
2. If the Concessionaire's place of business and record keeping is outside Fairbanks, Alaska, and if the Concessionaire elects to have the State perform the audit at that location, or the State elects to perform the audit at that location because the Concessionaire has failed to provide the books and records within thirty (30) days as required in Section B.1 above, the Concessionaire will pay the State for the audit costs incurred. Audit costs include round-trip air and ground transportation from the auditor's duty station to the location where the Concessionaire maintains the books and records, as well as per diem at the then-current State of Alaska rate for each day of travel and on-site audit work. Audit costs do not include the salary and benefit costs of the auditors. After the audit, the State will bill the Concessionaire for the costs incurred and the State will support the billing with a copy of the travel authorization form used by the State. The Concessionaire shall pay these costs within thirty (30) days of the State's billing date.
3. The Concessionaire shall provide all information requested by the auditor in a timely manner. If the auditor does not specify a deadline to submit requested information, the term "timely manner" shall mean "not more than thirty (30) days."
4. Such audits are to be limited to once per annum unless a significant discrepancy or change occurs. These may include but are not limited to: change of management at Concessionaire; significant drop-off in revenue from one month to the next; complaints related to billing from customers and vendors of the Concessionaire.

C. Concession Underpayments

1. If any State inspection or audit of the Concessionaire's books and records discloses a Concessionaire underpayment, the Concessionaire shall pay, within thirty (30) days of the billing date, any underpayment disclosed by the audit plus:
 - a. interest at the rate specified in Article VI (Fees and Payments);
 - b. any actual costs and attorney fees that the State incurs to collect the underpayment;
 - c. if the underpayment is more than five thousand dollars (\$5,000) in any fiscal year, all audit costs that the State incurs, including salary and benefit costs of the auditor.
 2. If the State collects the difference through litigation, the Concessionaire shall pay the State the State's full costs and attorney's fees incurred to collect the underpayment. Further, the Concessionaire is liable for the full costs and attorney's fees if the State finds it necessary to take legal action either to levy the performance bond under Article IX (Performance Bond) or take other action necessary to collect money the Concessionaire owes to the State.
- D. Financial Information: Within sixty (60) days after the end of each Agreement year during this Agreement, the Concessionaire shall furnish the State with a true and accurate statement that reflects the Concessionaire's total Transactions, by type, derived from business transacted under this Agreement during the preceding Agreement year. An independent certified public accountant must certify and sign this special purpose statement as true and correct.
- E. Period for Objection: If the State does not object to the contents of any report or statement furnished by the Concessionaire within five (5) years after the date the report or statement is furnished to the State, the State will consider the contents of the report or statement correct unless the State establishes that the report or statement was fraudulently prepared. If the State objects to any report or statement, the Concessionaire shall preserve all books until the objection is resolved.
- F. Additional Supporting Data
1. The Concessionaire shall furnish the State with other financial or statistical reports that the State may occasionally request regarding the concession. This Section does not require the Concessionaire to submit data that is either confidential business information or trade secrets unless reasonably related to determining compliance with this Agreement, and the State provides for protection of such information from public disclosure.
 2. The Concessionaire shall provide all information requested by the State in a timely manner. If the auditor does not specify a deadline to submit requested information, the term "timely manner" shall mean "not more than thirty (30) days."
- G. Public Information: All books, figures, records, reports, statements, or similar items the Concessionaire submits to the State are public records and available for public inspection, except as may be provided under the previous section.

ARTICLE XI
CONSTRUCTION, REMODELING, AND REFURBISHMENT

- A. Any Concessionaire alteration, construction, or improvement of the Premises will be neat, presentable, and compatible with the architecture of the Terminal, as determined by the State, and performed at no cost to the State or concession fee credit from the State.
- B. Before constructing any improvement on the Premises, the Concessionaire shall obtain the written approval of the State in the form of an Airport Building Permit that includes all the required attachments and detailed drawings of the proposed construction. At the State's request, the Concessionaire shall also submit architectural renderings of the proposed improvement with samples of materials and colors.
- C. The State will review the proposed construction and provide the Concessionaire written approval or disapproval.
- D. The Concessionaire shall deliver detailed as-built drawings to the State within thirty (30) days after completing construction. The as-built drawings must show the location and dimensions of any structural, mechanical, electrical, or plumbing improvements the Concessionaire places or constructs on the Premises.
- E. The State installed a Premises Wiring Distribution System (PWDS) in the Terminal. The Concessionaire shall be required to use the PWDS for operations in the Terminal Building at Fairbanks International Airport.

ARTICLE XII
LEASE OF ADDITIONAL SPACE

If the Concessionaire requests additional space in the Terminal for administrative, storage or other purposes, and the State determines that suitable space is available, the State will lease the space subject to public notice and other requirements of law concerning the lease of Airport Terminal space under a separate Agreement.

ARTICLE XIII
REDUCTION OF SPACE

- A. If the Concessionaire determines that it is not economically feasible to continue operations in any portion of the Premises authorized under this Agreement, the Concessionaire may submit a written request to discontinue operations in that area or to reduce the area at that location and surrender this space to the State. The Concessionaire shall demonstrate in writing, to the State's satisfaction, that discontinuing operations in this area is in the State's best interest. The State may require that the Concessionaire provide financial, statistical, or other data to support the request for a reduction of the Premises. Any decision to reduce space rests solely with the State and the Concessionaire shall abide by the State's decision. Any decision by the State to reduce the space used by the Concessionaire will not reduce the fees the Concessionaire pays to the State.
- B. If the State approves the Concessionaire's request to discontinue operations in an area of the Premises, the State may, in its sole discretion, either allow the Concessionaire to

use the area for other purposes related to the business authorized under this Agreement or require the Concessionaire to vacate the space and surrender it to the State.

- C. The State reserves the right, in its sole discretion, to reduce the area authorized under this Agreement if the State determines that it is in its best interest to do so.

ARTICLE XIV STATE DIRECTED RELOCATION

The Concessionaire acknowledges that the State may require the relocation of the Premises, in whole or in part, if the State, in its sole discretion determines that relocation is necessary to meet the needs of the traveling public or is in the best interest of the Airport.

- A. State Responsibilities: The State, at its sole expense, will provide floor space with interior permanent improvements including floors, ceiling, carpeting, lighting, electrical, wall finishes, heating, ventilation, and permanent fixtures similar to those in the space from which the State requires the Concessionaire to relocate.
- B. Concessionaire Responsibilities: The Concessionaire, at its sole expense, will relocate all non-permanent fixtures, furnishings and equipment to the new lease space; provide any additional fixtures, furnishings, and equipment that the Concessionaire finds necessary or desirable to fully use the new lease space; and vacate and surrender the former lease space to the State when the new space is completed.
- C. The State and the Concessionaire shall perform their respective obligations in an expeditious manner, excluding any delay beyond the control of either party. The State will attempt to provide a new lease space that is equal to or better than the area the State requires the Concessionaire to vacate. However, the State is not responsible for any financial loss the Concessionaire may incur because of relocation under this Article unless the loss is the result of a breach by the State of its obligations under this Article.

ARTICLE XV PERSONNEL

- A. Local Contact: The Concessionaire must designate a local point of contact, responsible for the up-keep, stocking, and scheduling of service to the machines. This contact information must remain current at all times.
- B. Conduct: It is the intent of the parties hereto that the Concessionaire's employees, subcontractors and joint venture partners maintain a high degree of professionalism with respect to this Agreement. All of the Concessionaire's employees shall be neat in appearance and courteous in manner while on the Airport for purposes related to this Agreement.
- C. Applicable Rules: The Concessionaire agrees that it will be responsible for ensuring that these employees abide by all laws, rules, and regulations applicable to the Airport. The Concessionaire shall be responsible for any requirements of the Federal Aviation Administration, the Transportation Security Administration, the State, or other regulating agencies regarding employee background checks and badging.
- D. Meetings: The Concessionaire shall attend all meetings requested by the State throughout the term of this Agreement. Based upon the matter to be discussed, the

State will reasonably designate which employee(s) of Concessionaire shall attend each meeting and the Concessionaire shall ensure that each designated employee attends.

- E. Deliveries: The Concessionaire shall monitor the movement of deliveries to avoid conflict with other Airport functions and shall coordinate its use of the curbside loading areas at the Terminal, if necessary, with the use by other tenants or licensees of the State, and with the State. The Concessionaire shall be responsible for the return of all pallets, storage containers and other equipment belonging to its suppliers.

ARTICLE XVI

STATE'S RIGHTS OF ACCESS AND INSPECTION

A. Inspection

1. The State, by its officers, employees, agents, representatives, and contractors, may at all reasonable times enter and inspect the Premises or observe the Concessionaire's performance of its obligations under this Agreement, or take any action that the State is obligated to take under this Agreement.
2. The Concessionaire shall not claim nor will the State provide any fee abatement if the State exercises this right. The State will take all reasonable steps to minimize interference with the Concessionaire's activity on the Premises except for an emergency.

B. Access

1. The Concessionaire shall provide emergency telephone numbers where the State may reach the Concessionaire or the Concessionaire's agent on a twenty-four (24) hour basis.
2. The State reserves the right to enter the Premises to repair, replace, alter, install, or maintain any mechanical, electrical, plumbing, heating, cooling, ventilation, fire protection, telecommunication, or other system necessary to the proper functioning of the terminal without liability to the Concessionaire for any damage to the Premises.
3. As a result of any entry under this Section, the State is liable only for its own negligence and for returning the Premises to their former condition using standard materials. Any State repair, replacement, alteration, installation, or maintenance will not unreasonably interfere with the Concessionaire's use of the Premises. Nothing in this Section in any way relieves the Concessionaire of any obligation to maintain its lease space and improvements.
4. At any time during this Agreement, the State, by its agents and employees, whether or not accompanied by prospective concessionaires, occupiers, or users of the Premises, may enter the Premises to exhibit, view, or photograph any part of the Premises. A State official, after advance coordination with the Concessionaire, will accompany any prospective concessionaire that request to measure or photograph the Premises.

ARTICLE XVII

STATE SERVICES

A. State Services

1. The State will maintain Airport electrical, public address, plumbing, and heating systems in good condition and repair. However, the State may decline to maintain any system installed by the Concessionaire and may charge the Concessionaire for any repair resulting from the Concessionaire's negligence. The Concessionaire shall pay the State within thirty (30) days of the billing date for any such repair charge.
2. The State will throughout the term hereof, maintain and repair all elevators and escalators at the Airport and shall maintain access to the Premises, subject to temporary shutdown for maintenance and repair. However, the State may, at any time, temporarily or permanently close, consent to or request the closing of any roadway or other right-of-way for such access, ingress or egress, whether inside or outside the Premises, so long as a means of access, ingress or egress reasonably equivalent to that formerly provided, and not adverse to the Concessionaire's continued use and enjoyment of the Premises, is reasonably substituted and is concurrently made available.
3. The Concessionaire understands and agrees that at times there may be inconvenience caused by construction or renovations of the Premises and roadways, and the Concessionaire hereby releases and discharges the State from any and all claims, demands or causes of action which the Concessionaire now or at any time hereafter may have against the State arising or alleged to arise out of the closing of any right-of-way or other area used as such, whether within or without of the Premises, so long as the State makes available a means of free access, ingress or egress reasonably equivalent if available to that existing prior to each such modification, if any.

- B. Hold Harmless: The Concessionaire waives any claim and holds the State harmless for damages that may arise out of or result from any failure or interruption of utility services furnished by or through the State that includes, but not limited to, stoppage in electrical energy, space heating, or the failure or interruption of any public or passenger convenience.

ARTICLE XVIII

LAWS AND TAXES

This Agreement is subject to all State of Alaska laws and regulations, including those relating to leasing facilities and granting privileges at State of Alaska Airports.

A. Laws

1. At no expense to the State, the Concessionaire shall comply with all federal, State of Alaska, and local laws, ordinances, regulations, and Airport rules, that are either now, or in the future, in force that may apply to the business authorized

under this Agreement, or to the use, care, operation, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution.

2. The State is not liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this Agreement by reason of the State's exercise of any authority.
 3. The Concessionaire shall comply with any State of Alaska and federal regulation governing hazardous substances, including hazardous wastes, and any State instructions regarding environmental concerns, regardless of whether based on specific law, regulation, or order of any governmental authority. In addition, the Concessionaire assumes responsibility for any spill of oil, oil-based substance, or hazardous substance attributable to its operation under this Agreement. The Concessionaire shall properly handle spills of hazardous substances. The Concessionaire shall immediately notify the State of any spill that occurs as well as the action taken. The Concessionaire shall provide the State copies of any written spill or other reports regarding action taken as soon as the reports are available. With respect to any such occurrence, the Concessionaire shall indemnify, defend, save, and hold the State and its employees harmless from any loss, claim, suit, or judgment.
- B. Taxes: The Concessionaire shall obtain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance.
- C. Disputes: The laws of the State of Alaska, including the requirement for exhaustion of remedies under 17 AAC 42.910 and 920, will govern in any dispute between the parties. The parties will bring any request for judicial review after exhaustion of administrative remedies, and all claims, if any, subject to direct judicial determination, before the courts of the State of Alaska in the Fairbanks venue district.
- D. Claims: The Concessionaire shall notify the State of any claim, demand, or lawsuit arising out of the Concessionaire's rights granted or the operations authorized under this Agreement. At the State's request, the Concessionaire shall cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this Agreement.

ARTICLE XIX

ADDITIONAL FEES AND CHARGES

- A. The Concessionaire shall pay the State, within thirty (30) days, any additional fees and charges where the State has paid any sum or sums, or has incurred any obligations or expenses for which the Concessionaire has agreed, either expressly or by implication, to pay or reimburse the State herein or if the State incurs any obligations or expenses because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of its obligations under this Agreement. Such payments may include all interest, costs, damages, and expenses reasonably related to such sums so paid or expenses so incurred.

- B. The Concessionaire shall also pay to the State within ten (10) days after the last day of each month this Agreement exists, all other fees, charges and sums as a result of any utility and service charges, and any other expenses incurred by the State on account of the Concessionaire for which the State is entitled to reimbursement whether express or implied herein, and such other fees, charges, levies as are prescribed or contemplated hereunder.
- C. The State will have a lien upon all removable fixtures and other trade fixtures of the Concessionaire placed at the Airport, to the extent permitted by law, for the purpose of securing the payment of all sums of money which may be due to the State from the Concessionaire under this Agreement.

ARTICLE XX

INDEMNIFICATION AND INSURANCE

A. Indemnification

1. The Concessionaire shall indemnify, defend, and hold the State, its agents, and employees harmless from and against any and all liability, loss, suit, obligation, claim, judgment, fine, demand, damage, penalty, property damage or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising directly or indirectly from or connected with this Agreement, the Concessionaire's use and occupation of the Premises, the Concessionaire's operations and employees, customers, or sublessees.
2. If any mechanics' liens or other liens or orders for the payment of money shall be filed against the Premises, or any portion thereof, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for the Concessionaire, or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, or against the State as owner thereof, the Concessionaire shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of the Concessionaire, and shall also defend on behalf of the State, at the Concessionaire's sole cost and expenses, and vacation, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.
3. Without limiting the foregoing, this indemnification obligation includes payment of all costs of any investigation of site conditions, or any cleanup, abatement, remediation, removal or restorative work required by the Agreement, or by any federal, State, or local government agency with appropriate jurisdiction because of hazardous substances present in the soil or groundwater on or under the Premises or other affected land which contamination the Concessionaire caused, materially contributed to, or assumed under assignment.
4. Notwithstanding the other paragraphs of this Article, if more than sixty percent (60%) of the legal cause of the loss or obligation is due to the State's negligence or willful misconduct, the loss or obligations is to be apportioned between the

Concessionaire and the State according to comparative fault. The Concessionaire and the State will seek, in good faith, to agree to an apportionment of the loss or obligation independent of litigation.

B. Insurance

1. At no expense to the State, the Concessionaire shall secure and keep adequate insurance in force during this Agreement to protect the State and the Concessionaire. Where specific limits are stipulated, they are the minimum acceptable limits. If the Concessionaire's insurance policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
 - a. Commercial general liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence where generally applicable, including operations, independent contractors, products and completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
 - b. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045. The Concessionaire is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this Agreement.
 - c. All-risk property insurance for the Concessionaire's furnishings, fixtures, improvements, and equipment equal to the full replacement cost.
2. By no later than June 1, 2023, the Concessionaire shall provide the State with proof that it will have continuous insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof of premium payment. All insurance required by this Article must meet the following requirements:
 - a. Name the State as additional insured for commercial general liability insurance.
 - b. Provide the State notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage.
 - c. Include a waiver of subrogation for worker's compensation insurance, auto liability, and all-risk property insurance so that the insurer waives all rights of subrogation against the State for payments made under the policy.
3. The insurance coverage requirement does not relieve the Concessionaire of any other obligation under this Agreement. The State may revise the amount or type of required insurance by written notice. The State will base any such revision on reasonable grounds.

ARTICLE XXI
CANCELLATION BY STATE

A. Breach of Agreement: The State may cancel this Agreement and recover possession of the Premises by giving the Concessionaire thirty (30) days advance written notice if any of the following events occur, unless the breach is cured within the thirty (30) days:

1. The Concessionaire does not pay any rent, fee, penalty, or other charge when due under this Agreement.
2. A check for any payment is returned for insufficient funds.
3. The Concessionaire uses the Premises for purposes not authorized under this Agreement.
4. A petition in bankruptcy is filed by or against the Concessionaire.
5. A court enters a judgment of insolvency against the Concessionaire.
6. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
7. A lien is filed against the Premises because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within sixty (60) days.
8. The Concessionaire fails to operate the business authorized under this Agreement on a continuous basis without the State's advance written approval.
9. The Concessionaire does not meet the State's DBE goal without adequately documenting to the State's satisfaction its good faith efforts to do so.
10. The cessation or deterioration of any service that, in the State's determination, materially and adversely affects the service the Concessionaire is required to perform under this Agreement.
11. The Concessionaire does not perform any provision or covenant under this Agreement.

A cancellation notice issued by the State under this Article is stayed if, within the thirty (30) day notice period, the Concessionaire begins and continues expeditious action to cure the breach in the case of a breach that is not reasonably curable within thirty (30) days. The determination of "expeditious action" and "not reasonably curable" is at the State's sole discretion.

The Concessionaire shall not construe any waiver by the State of any default on the part of the Concessionaire in the performance of any provision, covenant, or condition to be performed, kept, or observed by the Concessionaire as a waiver by the State at any time thereafter of any other default or subsequent default in performance of any provision, covenant, or condition of this Agreement. After a State waiver of default in one or more

instances, the State is not required to provide notice to the Concessionaire to restore or revive time as of the essence under this Agreement.

- B. State's Right of Reentry: As an additional remedy, on giving written notice of cancellation, the State has the right to reenter any part of the Premises on the effective date of cancellation without further notice of any kind, remove any persons, and regain and resume possession with or without the institution of summary or legal proceedings or otherwise. Any reentry, however, will not in any manner affect, alter, or diminish any obligation of the Concessionaire under this Agreement.

C. Additional Rights of the State

1. On or after cancellation of this Agreement or on reentry, the State may regain or resume possession of the Premises, may occupy the Premises, and may permit any person, firm, or corporation to enter on and use the Premises. Others may occupy any part of the Premises or the entire Premises or a part of the Premises together with other space for a period of time the same as or different from the balance of the time remaining under this Agreement, and on terms and conditions the same as or different from those set forth under this Agreement.
2. The State may also repair or make any structural or other change in the Premises that are necessary, in the State's sole determination, to maintain the suitability of the Premises for uses similar to those granted under this Agreement without affecting, altering, or diminishing the obligations of the Concessionaire under this Agreement. The State will charge the Concessionaire the cost of these repairs and the Concessionaire shall pay these charges within thirty (30) days of the billing date.

- D. Ownership of Equipment and Improvements: If the State cancels this Agreement for cause, all of the Concessionaire's title and interest in furnishings, fixtures, equipment, and improvements installed in the terminal under this Agreement, other than a vending machine, vest in the State. The State may dispose of these items as it sees fit.

- E. Survival of Concessionaire's Obligations: If the State cancels this Agreement for cause, all of the Concessionaire's payment obligations under this Agreement will thereby immediately be accelerated and due without reducing any and all other damages to which the State may be entitled by law for the entire balance of the term, subject to the State's obligation to mitigate damages. The State may issue notices of amounts due, reviewable only under the protest and appeal procedures of 17 AAC 42.910 and 920, and may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

The amount of damages for the time subsequent to cancellation is the sum of the following:

1. Title to all furnishings, fixtures, equipment, and improvements, other than a vending machine, as provided in Section D. of this Article.
2. The amount by which the percentage fee under this agreement, applied to the projected vending revenues that it is reasonably probable that the concessionaire would have received if no cancellation had occurred. However, the State will offset this amount by any fees the State receives from a succeeding

Concessionaire. At the discretion of the State, the State may calculate the average vending revenue by dividing the Concessionaire's total vending revenue before the cancellation by the total number of days the Concessionaire operated the business under this Agreement to determine the daily vending revenue percentage due the State. However, if the State determines that the Concessionaire has not been operating long enough in sufficient compliance with this Agreement to establish reasonable average daily vending revenue from compliant year-round operation, the State may use any other reasonable methods to determine the same. In either case, the State will then multiply this average daily vending revenue amount by the number of days remaining through May 31, 2028.

3. The liquidated damages specified in this Agreement for any unapproved closure before the effective date of cancellation.

The Concessionaire acknowledges that the damages specified in this section do not affect the State's right to damages if cancellation occurs before the Concessionaire receives any revenues under this Agreement.

- F. Waiver of Redemption and Damages: The Concessionaire waives any right of redemption granted by or under any present or future law or statute if the Concessionaire is dispossessed for any cause, or if the State obtains or retains possession of the Premises in any lawful manner. The Concessionaire acknowledges that if the manner or method employed by the State to gain possession of the Premises gives rise to a cause of action to the Concessionaire for forcible entry and detainer under the laws of the State of Alaska, the total maximum amount of damages to which the Concessionaire may be entitled is the sum of one dollar (\$1). The Concessionaire also acknowledges that this provision may be filed in any action as its stipulation fixing the amount of damages to which it is entitled.
- G. Surrender of Possession on Cancellation: The Concessionaire shall yield possession of the Premises to the State on the cancellation date of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the State, reasonable use and wear-and-tear accepted. The Concessionaire shall cooperate with the State and any replacement Concessionaire to facilitate an efficient transfer.

ARTICLE XXII

CANCELLATION BY CONCESSIONAIRE

- A. The Concessionaire may cancel this Agreement by giving the State sixty (60) days advance written notice if any of the following events occur:
 1. The permanent abandonment of the Airport by all passenger airlines or the removal of all airline passenger service from the Airport for a period of at least ninety (90) consecutive days.
 2. The lawful assumption by the United States government or its authorized agent, of the operation, control, or use of the Airport, or any substantial part of the Airport, that restricts the Concessionaire from operating its business under this Agreement for a period of at least ninety (90) consecutive days.

3. A court of competent jurisdiction issues an injunction that prevents or restrains the use of the Airport by all airlines, provided the injunction remains in force for at least ninety (90) consecutive days.
- B. The Concessionaire must, within a maximum of five (5) calendar days after the end of the Concessionaire's sixty (60) day advance written notice period, remove all of its personal property, vending machines, furniture, and fixtures, if applicable from the Premises. The Concessionaire acknowledges that as part of the consideration for this Agreement, all property remaining on the Premises after these five (5) calendar days becomes the sole property of the State, with full title vested in the State unless the property is contaminated with any hazardous substance or is rejected by the State by written notice to the Concessionaire in or the property's automatic vesting would violate an applicable statute or regulation. The State may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire shall pay the State for any cost the State incurs in property removal and disposal within thirty (30) days of the billing date.

ARTICLE XXIII

SUBSEQUENT CONTRACT

- A. Subsequent Contract Award: The Concessionaire acknowledges that on the expiration or cancellation of this Agreement, the State may award any subsequent vending contract by any legal means then available to the State.
- B. Transition Schedule at Expiration or Concessionaire Cancellation
1. The Concessionaire understands that it is neither practical nor possible for the State to predict the exact transition schedule and procedure to best serve the needs of the traveling public and the State at the expiration or Concessionaire cancellation of this Agreement.
 2. The State will provide the Concessionaire a written notice of the transition plan determined by the State to best serve the needs of the traveling public and the State at least sixty (60) days before turning the business over to a succeeding Concessionaire.
 3. The Concessionaire shall diligently execute the transition plan determined by the State, abide by its time schedule, and cooperate with the State and the succeeding Concessionaire in carrying out the transition plan. In any dispute between the Concessionaire and the succeeding Concessionaire during the transition period, the Concessionaire shall abide by the decision of the State.
- C. Amortization and Ownership
1. At the expiration of this Agreement, the State may, in any combination, assume title to, direct the concessionaire to remove, or allow the Concessionaire to sell to the succeeding concessionaire, all or specific furnishings, fixtures, and equipment located in or on the Premises.
 2. The sale price shall be equal to any unamortized balances of the furnishings, fixtures, and equipment to be sold. For reimbursement and purchase issues covered by this Agreement, the Concessionaire shall amortize all furnishings,

fixtures, and equipment from the earliest acquisition, installation or use, over a five-year period using the straight-line method.

3. Ownership of Concessionaire's vending machines shall remain vested in the Concessionaire at the expiration of this Agreement.

ARTICLE XXIV ASSIGNMENT OR SUBCONTRACT

- A. Prohibition: The Concessionaire shall not mortgage, hypothecate, nor otherwise encumber or assign the concession rights created under this Agreement, in whole or in part, without the advance written consent of the State under 17 AAC 42.260-275, as applicable. Any attempt to assign, mortgage, hypothecate, or encumber the concession rights in violation of this Article is void and will confer no right, title, or interest in nor to this Agreement, on any assignee, mortgagee, encumbrancer, pledgee, lienholder, subtenant, successor, or purchaser.
- B. Approval by State: The Concessionaire shall submit three copies of any proposed assignment or subcontract to the State for advance written approval. Each copy must bear the original notarized signature of all parties. All covenants and provisions of this Agreement extend to and bind the legal representatives, successors, and assignees of the parties.
- C. Merger, Consolidation, or Reorganization: The State will not unreasonably withhold its consent to an assignment of this Agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all of the assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.

ARTICLE XXV GENERAL COVENANTS

- A. Execution by State: This Agreement is not effective until signed by the Commissioner, Department of Transportation and Public Facilities, or a designated representative.
- B. Approval by State: The State will not unreasonably withhold any approval required under this Agreement.
- C. Notices: Unless otherwise requested, all required notices, requests, consents, and approvals will be delivered by electronic mail (email) to the email address or addresses provided by the respective Parties. Each email communication or attached document will be considered delivered when it is dispatched by the sender to each of the email addresses specified by the recipient, unless the sender receives an automatic notification that the email has not been received within two hours of dispatch for all provided email addresses.

If automatic notification of email non-delivery is received by the sender for all provided email addresses, or the sender has a good faith belief that the emails are not being delivered, the sending party will first attempt to contact the receiving party by telephone and verify email addresses and delivery of the relevant notice. If the sending party cannot readily contact and verify delivery, the sending party will deliver the notice in writing and served personally, or send

by registered or certified mail, or by a nationally or internationally recognized courier service (e.g., DHL, FedEx, UPS) and with proof of delivery.

Upon request from either Party required notices, requests, consents, and approvals shall be delivered in writing and served personally, or sent by registered or certified mail, or by a nationally or internationally recognized courier service (e.g., DHL, FedEx, UPS) and with proof of delivery. Delivery of notices shall be to the following addresses:

DOT& PF:

Email Address: dot.fai.leasing@alaska.gov

Fairbanks International Airport

Leasing & Property Management

6450 Airport Way Suite 1

Fairbanks AK 99709

Facsimile number: 907-474-2513

- D. Modification: The Concessionaire acknowledges that the State may modify this Agreement to meet the revised requirements of federal or State grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the State of Alaska is a party. The State may make these modifications without formal amendment. However, a modification may not reduce the rights or privileges granted the Concessionaire under this Agreement or cause the Concessionaire financial loss.
- E. Interrelationship of Provisions: All provisions of this Agreement and the associated bid documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement.
- F. Validity of Parts: The remaining parts of this Agreement continue in full force if any part is declared invalid by a court of competent jurisdiction.
- G. Holding Over: If the Concessionaire holds over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but, to the extent the State consents, creates a month-to-month tenancy, regardless of any payment accepted by the State. The Concessionaire's obligations to perform under this Agreement will continue until the State terminates the month-to-month tenancy. The State may terminate the tenancy at any time by giving the Concessionaire at least ten (10) calendar days written notice. Unless otherwise mutually agreed by both parties, payment for any holdover period shall be the same fee structure described in Article VI (Fees and Payments) of this Agreement.
- H. Radio Interference: At the State's request, the Concessionaire shall discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated. The Concessionaire may not install or use wireless technology without the written consent of the State and the receipt of an approved Airport Building Permit.
- I. Discrimination: The Concessionaire shall not discriminate on the grounds of race, color, creed, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The Concessionaire recognizes the right of the State to take any action

necessary to enforce this covenant, including actions required by any federal or State law.

- J. Affirmative Action: The Concessionaire shall undertake any affirmative action program required by 14 CFR, Part 152, Subpart E to ensure that the Concessionaire shall not exclude any person from participating in any employment activity covered by 14 CFR, Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. The Concessionaire shall not exclude any person on these grounds from the participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Concessionaire further understands that it will require its covered sub-organizations to provide assurances to the State that they will also undertake affirmative action programs and require assurances from their sub-organizations, as required by 14 CFR, Part 152, Subpart E.
- K. National Emergency: The State is not liable for the inability to perform any part of this Agreement that results from national emergency declared by the federal government.
- L. Surrender of Possession: The Concessionaire shall yield possession of the Premises to the State on the date of expiration or earlier cancellation of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the State, reasonable use and wear-and-tear excepted.
- M. No Waiver: If the State does not insist in any one or more instances on the strict performance by the Concessionaire of any provision or Article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or Article will continue in full force. The State's failure to enforce any provision or Article in this Agreement is neither an enforceable waiver nor subject to reasonable reliance unless it is stated expressly as a waiver in writing and signed on behalf of the State.
- N. Disasters: If, in the determination of the State, fire, flood, earthquake or other casualty damages the Airport so extensively as to render it untenable, either party may elect to terminate this Agreement on thirty (30) days written notice to the other party. If this Agreement is terminated because of a disaster, the State will prorate the fees payable under this Agreement up to the time the Airport becomes untenable.
- O. Condemnation: This Agreement ends on the date the Concessionaire is required to leave the Airport if any proper authority condemns the Airport. The State is entitled to all condemnation proceeds. However, the State will pay the Concessionaire the portion of proceeds attributable to the fair market value of any improvements placed on the Airport by the Concessionaire, according to the provisions of the then-current Alaska Administrative Code.
- P. Quiet Enjoyment: The State covenants that it has full, unencumbered title to the Airport; that it has the right and lawful authority to execute this Agreement; and that the Concessionaire shall have, hold, and enjoy peaceful and uninterrupted use of the Premises.
- Q. Bid Documents: All documents issued by the State, and all documents submitted by the Concessionaire, in connection with the Invitation to Bid for Concession Agreement ADA-90944, including the Notice Inviting Bids, Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Concession Agreement and Supplemental Information as modified or supplemented by addenda,

and all other documentation required in the ITB, and all information submitted by the Concessionaire with its bid.

- R. Captions: The captions of the Articles and Sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or Section. The use of the singular or plural form of words is intended to include both singular and plural, as appropriate.
- S. Entire Agreement: This Agreement, including any amendment, and any item listed under Section R. of this Article, constitutes the entire Agreement between the parties. No modification or amendment of this Agreement is effective unless in writing and signed by both parties, except as stipulated in Section D of this Article.
- T. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year stated in the acknowledgment below.

STATE OF _____)
)ss.
)
(Judicial District or County)

Lessee: @Concessionaire
Signature: _____
By: _____
Title: _____

THIS IS TO CERTIFY that on this _____ day of _____, 2023, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

.....

STATE OF ALASKA)
)ss.
Fourth Judicial District)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Christel Burgess, Chief of Leasing
Fairbanks International Airport

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Christel Burgess, known to me and to me known to be the Chief of Leasing, Fairbanks International Airport, Department of Transportation and Public Facilities, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes set forth and with full authority the State of Alaska to do so.

Notary Public in and for Alaska
My Commission Expires: _____



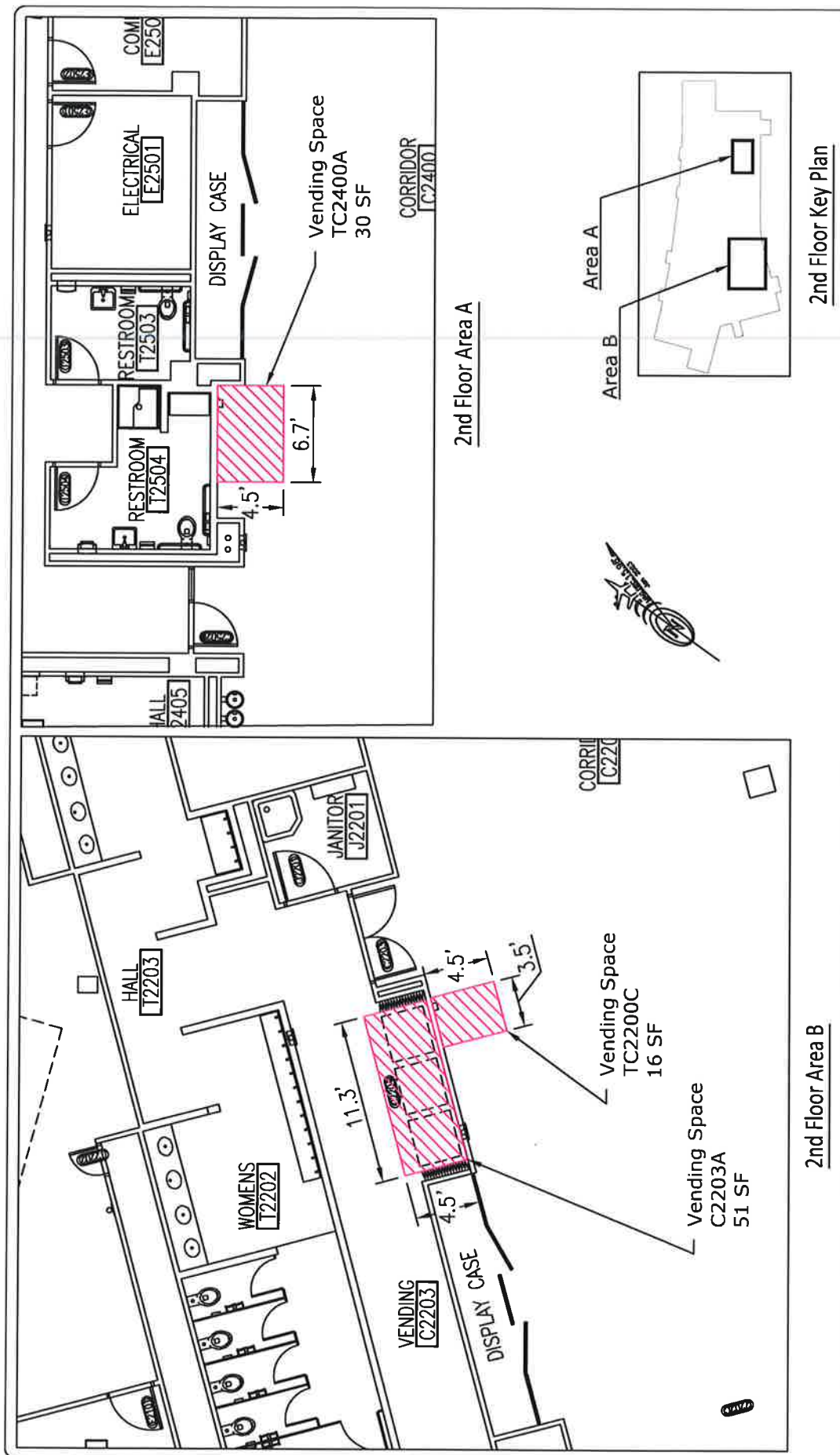


Exhibit A-1

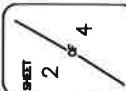


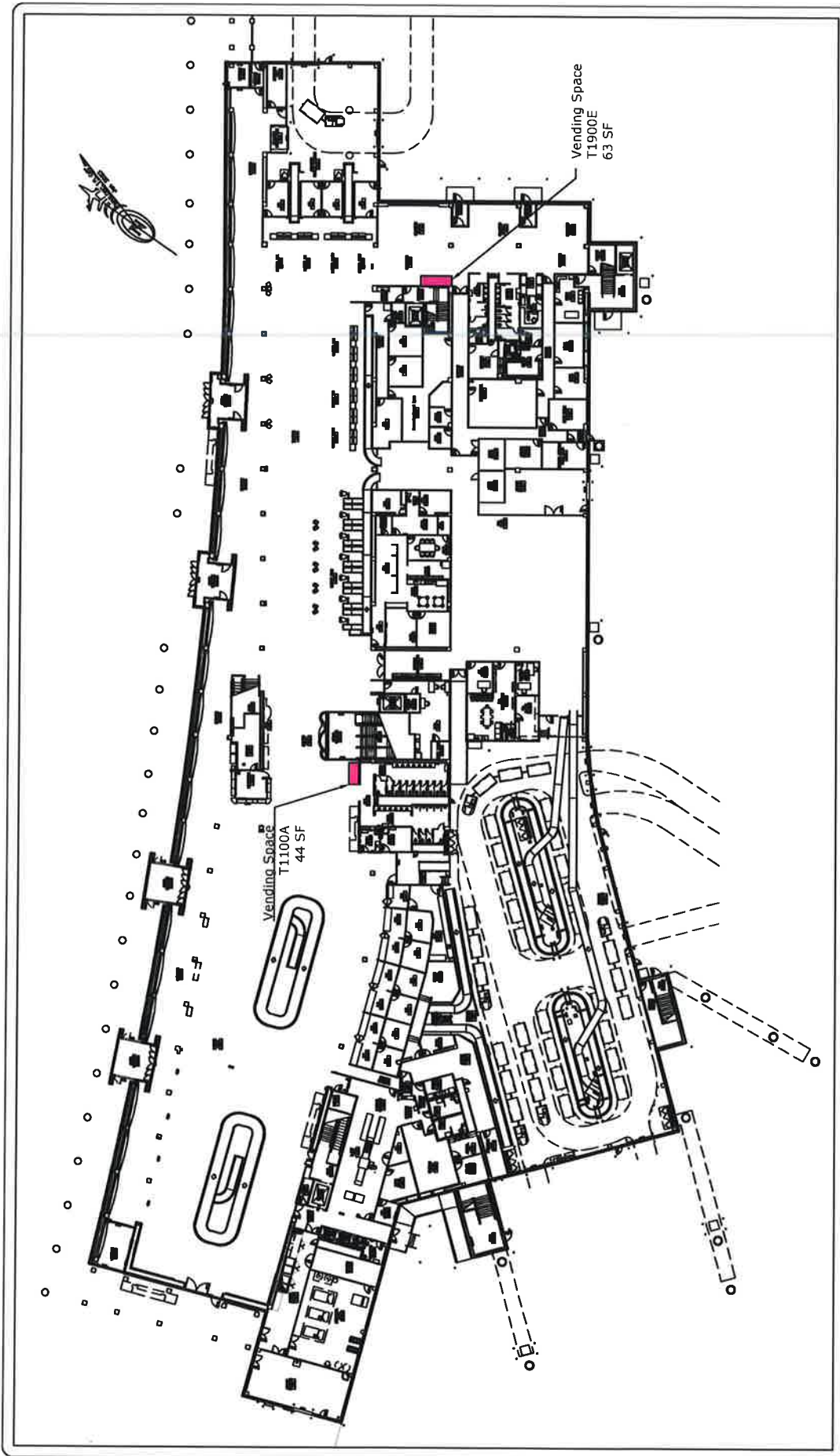
Exhibit A
Airport Terminal Layout – Second Floor
March 2023

Vending Concession
Space C2203A, TC2200C & TC2400A
97 SF
ADA-90944

[illegible]

2nd Floor Key Plan

2nd Floor Area B



SHEET 3 of 4



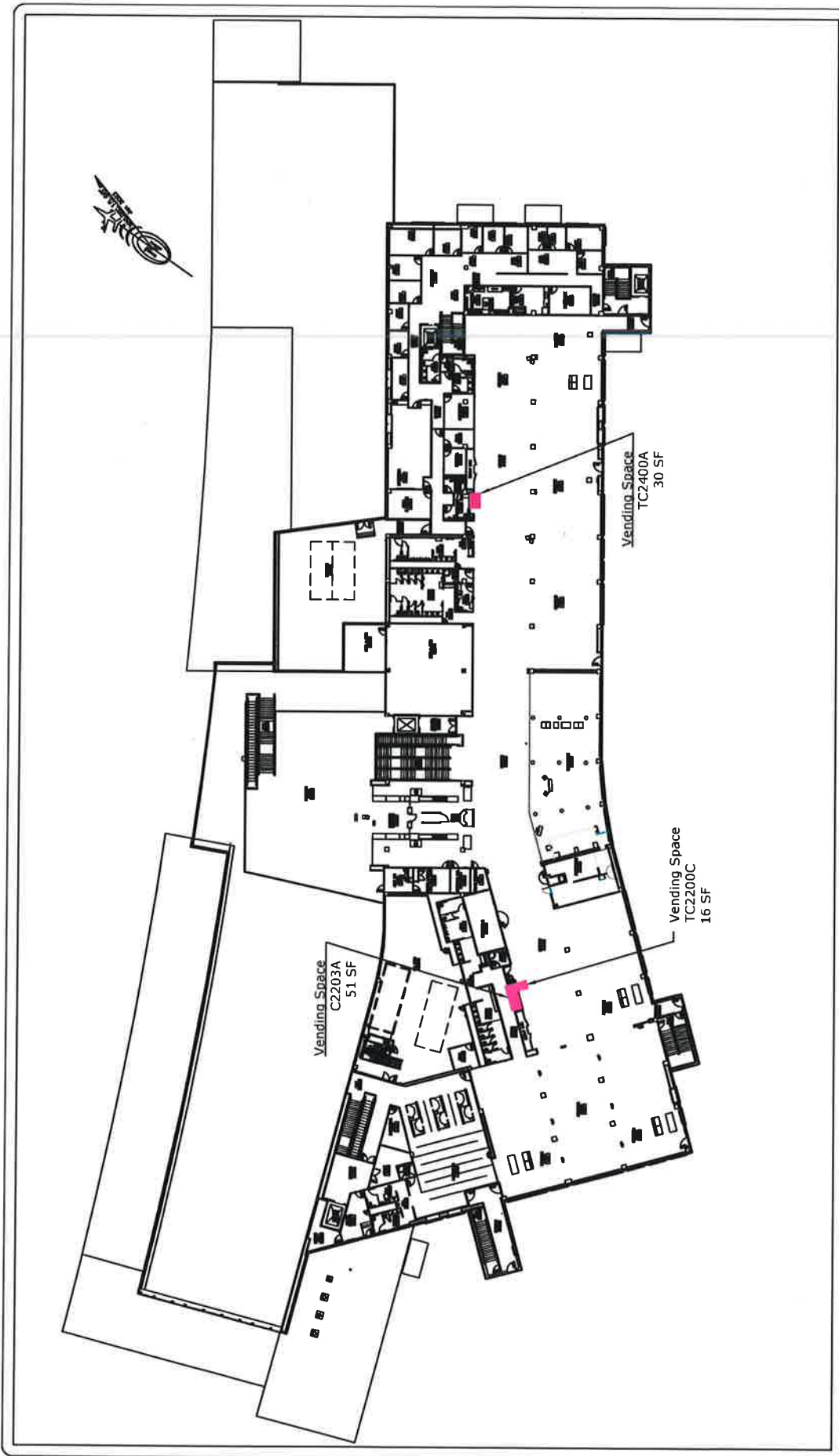
Exhibit B
Airport Terminal Layout – First Floor
March 2023

Vending Concession
ADA-90944

REVISIONS

BY DATE

R:\COMMON\DRAWINGS\FAIR LEASING\Terminal Space Exhibits\2020 Terminal Maps-Vend3 Mon, Mar/13/23 11:04am



R:\PROJECTS\Drawings\FAIRBANKS\Terminal Space Exhibits\2020 Terminal Maps-Vend4 Mon, Mar/15/23 11:14am

SHEET
4 OF 4



Exhibit B
Airport Terminal Layout – Second Floor
March 2023



Vending Concession
ADA-90944

BY	DATE	REVISIONS





CERTIFIED ACTIVITY REPORT

Vending Concession - ADA 90944

DUE on or before the 20th

MONTH **June**

YEAR **2023**

(Minimum acceptable MAG Bid)

1st Floor Space No. **TC1101A**

MAG Bid \$ 25,000.00

Machine No. **1**
Product: **Snacks (example)**
Gross Sales: \$ -

Monthly
Minimum \$ 2,083.33

Machine No. **2**
Product: **Coffee**
Gross Sales: \$ -

Machine No. **3**
Product: **Beverages**
Gross Sales: \$ -

1st Floor Space No. **TC1900E**

Machine No.
Product:
Gross Sales: \$ -

Machine No.
Product:
Gross Sales: \$ -

2nd Floor Space No. **TC2400A**

Machine No.
Product:
Gross Sales: \$ -

Machine No.
Product:
Gross Sales: \$ -

2nd Floor Space No. **TC2200C**

Machine No.
Product:
Gross Sales: \$ -

Machine No.
Product:
Gross Sales: \$ -

2nd Floor Space No. **C2203A**

Machine No.
Product:
Gross Sales: \$ -

Machine No.
Product:
Gross Sales: \$ -

Machine No.
Product:
Gross Sales: \$ -

Total Sales \$ -

If Total Sales times 35% is greater than MAG, payment due is Total Sales times 35%.

If Total Sales times 35% is less than MAG, payment due is MAG.

Payment Due:

\$ 2,083.33

I hereby certify that the above report is correct to the best of my knowledge.

Name:
Title:

Date:
Phone:



**FAIRBANKS INTERNATIONAL AIRPORT
VENDING MACHINE SALES
GROSS REVENUE ACTIVITY
December 2021 to November 2022**

Music, Inc dba Vend Alaska - Fairbanks
ADA-90776 CAR DUE: 20TH
TERM: 12/1/14 - 11/30/22

CURRENT YEAR	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
Gross Sales Space 1901 Gate B	207.25	126.25	227.00	263.15	182.60	145.55	208.30	536.30	647.60	381.10	345.60	441.90	3,712.60
Gross Sales Space T1900E Gate A	707.85	637.90	405.16	858.20	697.65	852.80	977.70	1,209.90	1,337.45	1,017.25	1,016.45	1,362.70	11,081.01
Gross Sales Space TC1101A Baggage Claim	1,010.50	833.60	1,258.30	918.35	770.35	1,654.80	565.35	661.00	1,084.90	616.85	611.45	872.00	10,857.45
Gross Sales Space C2203A Gate 6	704.05	458.20	494.20	648.65	400.30	741.05	946.05	1,244.65	1,352.15	644.35	398.55	441.60	8,473.80
Gross Sales Space TC2200C Gate 4	3,134.75	1,986.10	2,441.80	2,639.75	1,815.60	2,448.40	2,873.35	3,353.20	4,540.30	2,716.50	1,537.80	1,759.25	31,246.80
Gross Sales Space TC2400A Gate 2	4,475.00	1,710.13	2,588.95	2,827.92	1,953.96	2,264.80	2,199.30	1,618.70	3,348.55	2,728.14	1,643.10	2,932.60	30,291.15
Total Sales	10,239.40	5,752.18	7,415.41	8,156.02	5,820.46	8,107.40	7,770.05	8,623.75	12,310.95	8,104.19	5,552.95	7,810.05	95,662.81
CONCESSION FEES @ 25%	2,559.85	1,438.05	1,853.85	2,039.01	1,746.14	2,432.22	2,331.02	2,587.13	3,693.29	2,431.26	1,665.89	2,343.02	23,915.70

PRIOR YEAR
December 2020 to November 2021

Gross Sales Space 1901 Gate B	156.55	104.35	178.70	382.20	193.30	131.25	130.60	159.45	249.30	219.90	113.60	87.15	2,106.35
Gross Sales Space T1900E Gate A	848.25	693.55	696.90	800.40	562.00	747.95	832.45	770.25	960.30	541.30	359.20	280.05	8,092.60
Gross Sales Space TC1101A Baggage Claim	1,458.55	1,325.41	1,108.25	635.05	1,698.95	1,990.35	2,257.30	1,352.70	1,669.45	1,479.05	1,412.75	1,429.55	17,817.36
Gross Sales Space C2203A Gate 6	-	-	154.70	2,124.65	323.40	665.85	1,423.00	1,963.10	2,656.25	1,213.60	712.05	444.80	11,681.40
Gross Sales Space TC2200C Gate 4	1,080.70	707.60	1,120.60	1,940.15	1,413.15	2,541.90	4,690.55	5,397.10	7,174.15	3,931.65	2,925.80	2,616.15	35,539.50
Gross Sales Space TC2400A Gate 2	2,123.10	1,586.45	1,581.20	2,192.25	1,934.20	1,963.20	2,822.75	3,452.81	3,834.72	2,562.18	2,379.85	2,733.90	29,166.61
Total Sales	5,667.15	4,417.36	4,840.35	8,074.70	6,125.00	8,040.50	12,156.65	13,095.41	16,544.17	9,947.68	7,903.25	7,591.60	104,403.82
CONCESSION FEES @ 25%	1,416.79	1,104.34	1,210.09	2,018.68	1,837.50	2,412.15	3,647.00	3,928.62	4,963.25	2,984.30	2,370.98	2,277.48	26,100.96



Music, Inc dba Vend Alaska - Fairbanks

ADA-90776 CAR DUE: 20TH

TERM: 12/1/14 - 11/30/24

December 2019 to November 2020													
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
PRIOR YEAR													
Gross Sales Space 1901 Gate B	211.30	71.25	141.65	273.31	51.55	25.80	14.35	34.05	116.25	50.95	120.00	64.55	1,175.01
Gross Sales Space T1900E Gate A	2,774.82	2,139.57	1,562.35	1,158.95	249.90	253.00	394.60	489.00	532.10	478.50	655.25	766.15	11,454.19
Gross Sales Space TC1101A Baggage Claim	666.25	611.80	622.10	1,214.90	410.55	691.15	1,263.35	937.80	1,125.30	951.46	616.80	518.50	9,629.96
Gross Sales Space C2203A Gate 6	389.25	258.00	245.00	253.70	-	-	-	-	-	-	-	-	1,145.95
Gross Sales Space TC2200C Gate 4	1,379.46	1,034.00	589.70	640.40	147.00	248.00	599.65	640.70	768.05	885.05	609.10	759.30	8,300.41
Gross Sales Space TC2400A Gate 2	2,718.16	1,807.92	1,820.70	1,951.62	461.65	656.10	1,369.65	1,488.95	2,040.70	1,714.90	1,263.05	1,470.71	18,764.11
Total Sales	8,139.24	5,922.54	4,981.50	5,492.88	1,320.65	1,874.05	3,641.60	3,590.50	4,582.40	4,080.86	3,264.20	3,579.21	50,489.63
CONCESSION FEES @ 56.10%	4,566.11	3,322.54	2,794.62	3,081.51	330.16	468.51	910.40	897.63	1,145.60	1,020.22	816.05	894.80	28,313.46
PRIOR YEAR													
December 2018 to November 2019													
Gross Sales Space 1901 Gate B	65.30	55.50	93.55	110.25	155.25	146.75	80.70	191.25	210.55	96.00	215.40	200.40	1,620.90
Gross Sales Space T1900E Gate A	1,903.30	1,720.46	1,525.51	1,491.05	1,750.45	1,949.15	1,971.40	2,633.30	2,296.45	2,441.90	2,575.96	1,961.70	24,220.63
Gross Sales Space TC1101A Baggage Claim	1,426.65	915.26	562.95	624.96	678.91	520.50	786.60	721.55	527.55	565.07	521.30	537.95	8,389.25
Gross Sales Space C2203A Gate 6	264.25	177.80	180.25	205.25	439.10	542.25	981.80	1,464.80	1,056.10	628.80	385.50	298.65	6,624.55
Gross Sales Space TC2200C Gate 4	1,033.16	694.95	601.50	656.35	536.35	898.56	1,565.75	2,761.40	2,026.85	1,627.91	1,349.41	1,003.60	14,755.79
Gross Sales Space TC2400A Gate 2	2,142.77	1,993.11	1,529.60	1,773.35	1,880.26	1,936.61	1,819.97	2,471.22	1,956.23	2,189.41	2,551.90	1,772.75	24,017.18
Total Sales	6,835.43	5,557.08	4,493.36	4,861.21	5,440.32	5,993.82	7,206.22	10,243.52	8,073.73	7,549.09	7,599.47	5,775.05	79,628.30
CONCESSION FEES @ 56.10%	3,834.68	3,117.52	2,520.77	2,727.14	3,052.02	3,362.53	4,042.69	5,746.61	4,529.36	4,235.04	4,263.30	3,239.80	44,671.48

FAI Gate Schedule November 18th - November 29th**Arrivals:**

11/10/2022

[illegible]**Departures:**[illegible]

FAI Gate Schedule December 15th - January 8th

Arrivals:												11/15/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL1220	A220	SEA	0:22	4	x	x	x	x	x	x	x	
AS 818	B737	SEA	0:20	1/2	x	x	x	x	x	x	x	
AS 223	B737	SEA	1:54	1/2	x	x	x	x	x	x	x	RON
QX 2405	E175	ANC	7:09	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
QX 2406	E175	ANC	9:09	1/2	x	x	x	x	x	x	x	AS 143 WED, FRI ARR @ 0845
RVF8121	DH8	ANC	9:40	A/B				x				Charter
AS 316	B737	SEA	10:33	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 203	E175	ANC	11:13	1/2	x	x		x	x	x	x	X TUES
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 167	B737	ANC	13:00	1/2	x	x	x	x	x	x	x	QX 2146 ON THURS
AS 124	B737	SEA	15:35	1/2	x	x	x	x	x	x	x	
AS 170	B737	ANC	15:55	1/2	x	x	x	x	x	x	x	
QX 2408	E175	ANC	17:25	1/2	x	x	x	x	x	x	x	
QX 2410	E175	ANC	19:45	1/2	x	x	x	x	x	x		X SAT
AS 135	B737	ANC	21:37	1/2	x	x	x	x	x	x	x	QX 2288 ON WED
AS 157	B737	SEA	22:35	1/2	x	x	x	x	x	x	x	

Departures:												
Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
DAL 2305	A220	SEA	1:30	4	x	x	x	x	x	x	x	
AS 594	B737	SEA	1:30	1/2	x	x	x	x	x	x	x	
AS 819	B737	SEA	5:15	1/2	x	x	x	x	x	x	x	
QX 2411	E175	ANC	7:50	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
QX 2412	E175	ANC	9:50	1/2	x	x	x	x	x	x	x	AS 146 WED, FRI
RVF8121	DH8	GBH	10:10	A/B				x				Charter
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
AS 311	B737	SEA	11:35	1/2	x	x	x	x	x	x	x	
AS 204	B737	ANC	12:05	1/2	x	x		x	x	x	x	X TUES
RVF8122	DH8	ANC	13:30	A/B				x				Charter
AS 161	B737	ANC	14:00	1/2	x	x	x	x	x	x	x	QX 2147 ON THUR 1345
AS 124	B737	SEA	16:25	1/2	x	x	x	x	x	x	x	
AS 242	B737	ANC	16:55	1/2	x	x	x	x	x	x	x	
QX 2416	E175	ANC	18:25	1/2	x	x	x	x	x	x	x	
QX 2418	E175	ANC	20:25	1/2	x	x	x	x	x	x	x	X SAT
AS 135	B737	ANC	22:30	1/2	x	x	x	x	x	x	x	QX 2287 ON WED
AS 156	B737	ANC	23:45	1/2	x	x	x	x	x	x	x	

Gate Schedule January 4th - February 16th 2022

Arrivals:												12/28/2021
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL1220	A220	SEA	0:09	4	x	x	x	x	x	x	x	Until 1/4
DAL1220	A220	SEA	0:50	4	x	x	x	x	x	x	x	Begins 1/5
AS 223	B737	SEA	1:30	1/2	x	x	x	x	x	x	x	
QX 2357	E175	ANC	6:13	1/2	x	x	x	x	x	x	x	
AS 132	B737	ANC	8:09	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
RVF8121	DH8	ANC	9:40	A/B				x				Charter
QX 2023	E175	ANC	10:19	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 621	B737	ANC	13:05	1/2	x	x	x	x	x	x	x	ARR 1248 on TH
AS 1465	B737	SEA	14:15	1/2	x	x	x	x	x	x	x	
QX 2198	E175	ANC	15:45	1/2	x	x	x	x	x	x	x	
AS 123	B737	SEA	18:40	1/2	x	x	x	x	x	x	x	
QX 2149	E175	ANC	20:09	1/2	x	x	x	x	x	x	x	
Departures:												
Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL 2305	A220	SEA	1:25	4	x	x	x	x	x	x	x	Until 1/4
DAL 2305	A220	SEA	1:55	4	x	x	x	x	x	x	x	Begins 1/5
AS 234	B737	SEA	2:40	1/2	x	x	x	x	x	x	x	
QX 2362	E175	ANC	7:00	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 594	B737	SEA	9:05	1/2	x	x	x	x	x	x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
QX 2032	E175	ANC	11:00	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
RVF8122	DH8	ANC	13:30	A/B				x				Charter
AS 622/625	B737	ANC	14:00	1/2	x	x	x	x	x	x	x	ARR 1345 on TH
AS 124	B737	SEA	15:15	1/2	x	x	x	x	x	x	x	
QX 2201	E175	ANC	16:25	1/2	x	x	x	x	x	x	x	
AS 72	B737	ANC	19:40	1/2	x	x	x	x	x	x	x	
QX 2174	E175	ANC	20:50	1/2	x	x	x	x	x	x	x	

Gate Schedule February 17th - March 16th 2022

Arrivals:

2/1/2022

Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 67	B737	ANC	0:29	1/2	x	x	x	x	x	x	x	
DAL 1220	A220	SEA	0:50	4	x	x	x	x	x	x	x	3/13 2359 ARR
AS 223	B737	SEA	1:40	1/2	x	x	x	x	x	x	x	
QX 2357	E175	ANC	6:20	1/2	x	x	x	x	x	x	x	
AS 132	B737	ANC	8:08	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
RVF8121	DH8	ANC	9:40	A/B				x				Charter
QX 2023	E175	ANC	10:15	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 9690	B737	ANC	12:32	1/2				x				2/23 ONLY
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 621	B737	ANC	12:40	1/2	x	x	x	x	x	x	x	1310 ARR ON WED
AS 1465	B737	SEA	14:20	1/2	x	x	x	x	x	x	x	
QX 2198	E175	ANC	16:05	1/2	x	x	x	x	x	x	x	
AS 939	B737	ANC	16:45	1/2	x							3/13 ONLY
AS 933	B737	ANC	17:15	1/2						x	x	3/11 & 3/12 ONLY
AS 145	B737	ANC	17:33	1/2							x	2/26 ONLY
AS 123	B737	SEA	18:45	1/2	x	x	x	x	x	x	x	
QX 2149	E175	ANC	20:10	1/2	x	x	x	x	x	x	x	
AS 351	B737	SEA	23:45	1/2	x	x	x	x	x	x	x	

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 246	B737	SEA	0:55	1/2	x	x	x	x	x	x	x	
DAL 2305	A220	SEA	1:55	4	x	x	x	x	x	x	x	3/14 0055 DEP
AS 234	B737	SEA	2:50	1/2	x	x	x	x	x	x	x	
AS 62	B737	ANC	5:45	1/2	x	x	x	x	x	x	x	
QX 2362	E175	ANC	7:00	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 594	B737	SEA	9:10	1/2	x	x	x	x	x	x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
QX 2032	E175	ANC	10:55	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
RVF8122	DH8	ANC	13:30	A/B				x				Charter
AS 245	B737	ANC	13:30	1/2				x				2/23 ONLY
AS 622/624	B737	ANC	13:40	1/2	x	x	x	x	x	x	x	1410 DEP ON WED
AS 124	B737	SEA	15:20	1/2	x	x	x	x	x	x	x	
QX 2201	E175	ANC	16:45	1/2	x	x	x	x	x	x	x	
AS 940	B737	ANC	17:35	1/2	x							3/13 ONLY
AS 934	B737	ANC	18:15	1/2						x	x	3/11 & 3/12 ONLY
AS 9690	B737	ANC	18:30	1/2							x	2/26 ONLY
AS 72	B737	ANC	0:00	1/2	x	x	x	x	x	x	x	
QX 2174	E175	ANC	20:50	1/2	x	x	x	x	x	x	x	

Gate Schedule March 17th - April 18th 2022

Arrivals:

3/3/2022

Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 67	B737	ANC	0:25	1/2	x	x	x	x	x	x	x	
DAL1220	A220	SEA	0:36	4	x	x	x	x	x	x	x	Starts 4/11/2022
DAL1220	A220	SEA	0:50	4	x	x	x	x	x	x	x	Ends 4/11/2022
AS 223	B737	SEA	1:25	1/2	x	x	x	x	x	x	x	
QX 2357	E175	ANC	6:05	1/2	x	x	x	x	x	x	x	
AS 132	B737	ANC	8:00	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
RVF8121	DH8	ANC	9:40	A/B				x				Charter
QX 2023	E175	ANC	9:42	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 621	B737	ANC	11:59	1/2	x	x	x		x	x	x	X WED
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 1465	B737	SEA	14:19	1/2	x	x	x	x	x	x	x	
QX 2198	E175	ANC	15:50	1/2	x	x	x	x	x	x	x	
AS 128	B737	ANC	16:39	1/2	x							3/20 ONLY
QX 2105	E175	ANC	17:20	1/2	x	x	x	x	x	x		X SAT
AS 123	B737	SEA	18:40	1/2	x	x	x	x	x	x	x	
QX 2149	E175	ANC	21:35	1/2	x	x	x	x	x	x	x	

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL 2305	A220	SEA	1:50	4	x	x	x	x	x	x	x	Starts 4/12/2022
DAL 2305	A220	SEA	1:55	4	x	x	x	x	x	x	x	Ends 4/12/2022
AS 234	B737	SEA	2:40	1/2	x	x	x	x	x	x	x	
AS 62	B737	ANC	5:45	1/2	x	x	x	x	x	x	x	
QX 2362	E175	ANC	6:45	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 594	B737	SEA	9:00	1/2	x	x	x	x	x	x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
QX 2032	E175	ANC	10:22	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
AS 625	B737	ANC	12:55	1/2	x	x	x		x	x	x	X WED
RVF8122	DH8	ANC	13:30	A/B				x				Charter
AS 124	B737	SEA	15:19	1/2	x	x	x	x	x	x	x	
QX 2201	E175	ANC	16:30	1/2	x	x	x	x	x	x	x	
AS 166	B737	ANC	17:35	1/2	x							3/20 ONLY
QX 2050	E175	ANC	18:00	1/2	x	x	x	x	x	x		X SAT
AS 72	B737	ANC	19:40	1/2	x	x	x	x	x	x	x	
QX 2174	E175	ANC	22:15	1/2	x	x	x	x	x	x	x	

Gate Schedule April 19th - May 18th 2022

Arrivals:												3/23/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 87	B737	ANC	0:05	1/2	x	x	x	x	x	x	x	RON
DAL1220	B737	SEA	0:36	4	x	x	x	x	x	x	x	
AS 223	B737	SEA	1:30	3	x	x	x	x	x	x	x	
QX 2357	E175	ANC	6:03	1/2	x	x	x	x	x	x	x	
AS 132	B737	ANC	8:05	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
RVF8121	DH8	ANC	9:40	A/B				x				Charter
QX 2023	E175	ANC	9:34	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
QX 2591	E175	ANC	11:58	1/2	x	x	x		x	x	x	4/19-4/30 AS 621 737-900
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 1465	B737	SEA	14:36	1/2	x	x	x	x	x	x	x	
QX 2198	E175	ANC	15:43	1/2	x	x	x	x	x	x	x	
QX 2105	E175	ANC	17:03	1/2	x	x	x	x	x	x		
AS 123	B737	SEA	18:37	1/2	x	x	x	x	x	x	x	
AS 1439	B737	ANC	20:03	1/2	x					x		RON SUN,FRI ONLY
DAL 2328	B737	MSP	20:43	4	x	x	x	x	x	x	x	Starts 5/5
QX 2149	E175	ANC	21:23	1/2	x	x	x	x	x	x	x	

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL 2305	A220	SEA	1:50	4	x	x	x	x	x	x	x	
AS 234	B737	SEA	2:40	3	x	x	x	x	x	x	x	
AS 62	B737	ANC	5:45	1/2	x	x	x	x	x	x	x	
QX 2362	E175	ANC	6:45	1/2	x	x	x	x	x	x	x	
AS 1440	B737	ANC	7:45	1/2		x					x	MON, SAT ONLY
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 594	B737	SEA	9:00	1/2	x	x	x	x	x	x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
QX 2032	E175	ANC	10:15	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
QX 2398	E175	ANC	12:55	1/2	x	x	x	x	x	x	x	4/19-4/30 AS 625 737-900 DEP 1300
RVF8122	DH8	ANC	13:30	A/B				x				Charter
AS 124	B737	SEA	15:36	1/2	x	x	x	x	x	x	x	
QX 2201	E175	ANC	16:35	1/2	x	x	x	x	x	x	x	
QX 2050	E175	ANC	17:45	1/2	x	x	x	x	x	x	x	
AS 72	B737	ANC	19:40	1/2	x	x	x	x	x	x	x	
DAL 2328	B737	MSP	21:48	4	x	x	x	x	x	x	x	Starts 5/5
QX 2174	E175	ANC	22:15	1/2	x	x	x	x	x	x	x	

Gate Schedule May 19th - May 31st 2022

Arrivals:

5/5/2022

Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL 1220	B737	SEA	0:36	4	x	x	x	x	x	x	x	
AS 223	B737	SEA	1:21	1/2	x	x	x	x	x	x	x	X 5/20, 5/23-26, 5/31
AS 621	B737	ANC	8:07	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
4N3701	B737	YDA	8:30	6		x			x			5/23/22 - 9/7/22 VARIED MORNING FLIGHTS
4N3711	B737	YDA	9:00	6	x			x		x	x	5/25/22 - 9/7/22 VARIED AFTERNOON FLIGHTS
RVF8121	DH8	ANC	9:40	A/B				x				Charter
AS 779	B737	ANC	9:55	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
QX 2173	E175	SEA	11:22	1/2	x	x	x	x	x	x	x	
QX 2357	E175	ANC	11:39	1/2	x	x	x	x	x	x	x	
QX 2591	E175	ANC	12:29	1/2	x	x	x	x	x	x	x	X THURS
4N3703	B737	YDA	13:00	6	x		x					5/24/22 - 9/7/22 VARIED AFTERNOON FLIGHTS
RVF8122	DH8	GBH	13:00	A/B				x				Charter
QX 2211	E175	ANC	13:29	1/2	x	x	x	x	x	x	x	
DAL 1143	B737	SEA	14:06	4	x	x	x	x	x	x	x	Starts 5/28
AS 1465	B737	SEA	14:51	1/2	x	x	x	x	x	x	x	X 5/19, 5/30
QX 2198	E175	ANC	15:39	1/2	x	x	x	x	x	x	x	5/31 1554 ARR
CFG TBD	B767	ANC	17:00	6					x			6/9/22 - 9/8/22 THURS ONLY
QX 2105	E175	ANC	17:19	1/2	x	x		x	x	x	x	X TUES
QX 2104	E175	ANC	19:03	1/2	x	x	x	x	x	x	x	
UAL 434	B737	ORD	19:17	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
QX 2164	E175	SEA	20:32	1/2	x	x	x	x	x	x	x	
QX 2149	E175	ANC	21:38	1/2	x	x	x	x	x	x	x	RON
DAL2328	B737	MSP	20:43	4	x	x	x	x	x	x	x	
AS 123	B737	SEA	23:35	1/2	x	x	x	x	x	x	x	
QX 2093	E175	ANC	23:58	1/2	x	x	x	x	x	x	x	RON

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 594	B737	SEA	0:45	1/2	x	x	x	x	x	x	x	
DAL 2305	B737	SEA	1:50	4	x	x	x	x	x	x	x	
AS 234	B737	SEA	2:31	1/2	x	x	x	x	x	x	x	X 5/21, 5/24-27
QX 2124	E175	SEA	5:00	1/2	x	x	x	x	x	x	x	
QX 2362	E175	ANC	5:45	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 625	B737	ANC	9:00	1/2	x	x	x	x	x	x	x	
4N3702	B737	YDA	9:30	6		x			x			5/23/22 - 9/7/22 VARIED MORNING FLIGHTS
4N3712	B737	YDA	10:00	6	x			x		x	x	5/25/22 - 9/7/22 VARIED AFTERNOON FLIGHTS
RVF8121	DH8	GBH	10:10	A/B				x				Charter
AS 784	B737	ANC	10:50	1/2	x	x	x	x	x	x	x	1040 DEP SUN-WED
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
QX 2032	E175	ANC	12:10	1/2	x	x	x	x	x	x	x	
QX 2171	E175	SEA	12:20	1/2	x	x	x	x	x	x	x	
QX 2134	E175	ANC	13:10	1/2	x	x	x	x		x	x	X THURS
RVF8122	DH8	ANC	13:30	A/B				x				Charter
4N3704	B737	YDA	14:00	6	x		x		x			5/24/22 - 9/7/22 VARIED MORNING FLIGHTS
QX 2232	E175	ANC	14:10	1/2	x	x	x	x	x	x	x	
DAL 1143	B737	SEA	15:13	4	x	x	x	x	x	x	x	Starts 5/28
AS 124	B737	SEA	15:51	1/2	x	x	x	x	x	x	x	X 5/19, 5/30
QX 2201	E175	ANC	16:20	1/2	x	x	x	x	x	x	x	5/31 1635 DEP
QX 2050	E175	ANC	18:00	1/2	x	x	x	x	x	x	x	X TUES
CFG TBD	B767	FRA	18:34	6					x			6/9/22 - 9/8/22 THURS ONLY
QX 2041	B737	ANC	19:45	1/2	x	x	x	x	x	x	x	5/31 2000 DEP
UAL 398	B737	ORD	21:00	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
QX 2174	E175	ANC	21:15	1/2	x	x	x	x	x	x	x	
DAL2328	B737	MSP	21:48	4	x	x	x	x	x	x	x	

Gate Schedule June 1st - June 15th

Arrivals:

5/5/2022

Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL1220	B737	SEA	0:36	4	x	x	x	x	x	x	x	
AS 621	B737	ANC	8:07	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
4N3701	B737	YDA	8:30	6		x			x			VARIED MORNING/AFTERNOON FLIGHTS
4N3711	B737	YDA	9:00	6	x			x		x	x	VARIED MORNING/AFTERNOON FLIGHTS
RVF8121	DH8	ANC	9:40	A/B				x				Charter
AS 779	B737	ANC	9:55	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 373	B737	SEA	11:20	1/2	x	x	x	x	x	x	x	
QX 2357	E175	ANC	11:24	1/2	x	x	x	x	x	x	x	
QX 2591	E175	ANC	12:29	1/2	x	x	x	x		x	x	X THURS
4N3703	B737	YDA	13:00	6	x		x		x			VARIED MORNING/AFTERNOON FLIGHTS
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 215	B737	ANC	13:30	1/2	x	x	x	x	x	x	x	
DAL 1143	B737	SEA	14:06	4	x	x	x			x	x	Starts 5/28
AS 1465	B737	SEA	14:51	1/2	x	x	x	x	x	x	x	
QX 2198	E175	ANC	15:54	1/2	x	x	x	x	x	x	x	
CFG TBD	B767	ANC	17:00	6					x			6/9/22 - 9/8/22 THURS ONLY
QX 2105	E175	ANC	17:04	1/2	x	x		x	x	x	x	X TUES, AS 355 ARR at 1644 on THURS
QX 2104	E175	ANC	19:18	1/2	x	x	x	x	x	x	x	AS 357 ARR at 1858 on THURS
UAL 434	B737	ORD	19:17	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
AS 464	B737	SEA	20:40	1/2	x	x	x	x	x	x	x	
AS 349	B737	ANC	21:38	1/2	x	x	x	x	x	x	x	RON
DAL2328	B737	MSP	20:43	4								
AS 123	B737	SEA	23:35	1/2	x	x	x	x	x	x	x	
AS 493	B737	ANC	23:58	1/2	x	x	x	x	x	x	x	RON

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 594	B737	SEA	0:45	1/2	x	x	x	x	x	x	x	
DAL 2305	B737	SEA	1:50	4								
AS 474	B737	SEA	4:35	1/2	x	x	x	x	x	x	x	
AS 351	B737	ANC	5:45	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 625	B737	ANC	9:00	1/2	x	x	x	x	x	x	x	
4N3702	B737	YDA	9:30	6		x			x			VARIED MORNING/AFTERNOON FLIGHTS
4N3712	B737	YDA	10:00	6	x			x		x	x	VARIED MORNING/AFTERNOON FLIGHTS
RVF8121	DH8	GBH	10:10	A/B				x				Charter
AS 784	B737	ANC	10:50	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
QX 2032	E175	ANC	12:05	1/2	x	x	x	x	x	x	x	
AS 471	B737	SEA	12:20	1/2	x	x	x	x	x	x	x	
QX 2134	E175	ANC	13:10	1/2	x	x	x	x		x	x	X THURS
RVF8122	DH8	ANC	13:30	A/B				x				Charter
4N3704	B737	YDA	14:00	6	x		x		x			VARIED MORNING/AFTERNOON FLIGHTS
AS 230	B737	ANC	14:30	1/2	x	x	x	x	x	x	x	
DAL 1143	B737	SEA	15:13	4	x	x	x	x	x	x	x	
AS 124	B737	SEA	15:51	1/2	x	x	x	x	x	x	x	
QX 2201	E175	ANC	16:20	1/2	x	x	x	x	x	x	x	
QX 2050	E175	ANC	17:45	1/2	x	x		x	x	x	x	X TUES, AS 356 THURS
CFG TBD	B767	FRA	18:34	6					x			6/9/22 - 9/8/22 THURS ONLY
QX 2041	B737	ANC	19:45	1/2	x	x	x	x	x	x	x	AS 358 THURS
UAL 398	B737	ORD	21:00	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
AS 374	E175	ANC	20:00	1/2	x	x	x	x	x	x	x	
DAL2328	B737	MSP	21:48	4	x	x	x	x	x	x	x	

Gate Schedule June 16th - June 30th

Arrivals:												5/5/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
AS 185	B737	ANC	0:15	1/2	x	x	x	x	x	x	x	RON
DAL1220	B737	SEA	0:36	4								
AS 115	B737	ANC	7:15	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
4N3701	B737	YDA	8:30	6		x			x			VARIED MORNING/AFTERNOON FLIGHTS
4N3711	B737	YDA	9:00	6	x			x		x	x	VARIED MORNING/AFTERNOON FLIGHTS
AS 194	B737	ANC	9:05	1/2	x	x	x	x	x	x	x	X 6/16
RVF8121	DH8	ANC	9:40	A/B				x				Charter
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 355	B737	SEA	11:00	1/2	x	x	x	x	x	x	x	
AS 2591	E175	ANC	11:35	1/2	x	x	x	x	x	x	x	
4N3703	B737	YDA	13:00	6	x		x		x			VARIED MORNING/AFTERNOON FLIGHTS
RVF8122	DH8	GBH	13:00	A/B				x				Charter
DAL 1143	B737	SEA	14:06	4	x	x	x		x	x	x	Starts 5/28
QX 2198	E175	ANC	15:14	1/2	x	x	x	x	x	x	x	AS 335 1434 ARR 6/16, 6/27-30
AS 1465	B737	SEA	15:45	1/2	x	x	x	x	x	x	x	
QX 2105	E175	ANC	16:35	1/2	x	x	x	x	x	x	x	AS 331 TUES, THU
CFG TBD	B767	ANC	17:00	6					x			6/9/22 - 9/8/22 THURS ONLY
AS 522	B737	ANC	18:00	1/2			x		x			TUES, THURS ONLY
QX 2322	E175	ANC	18:40	1/2		x		x		x		MON, WED, FRI ONLY
UAL 434	B737	ORD	19:17	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
AS 132	B737	ANC	20:10	1/2	x	x	x	x	x	x	x	
DAL2328	B737	MSP	20:43	4								
AS 357	B737	SEA	21:17	1/2	x	x	x	x	x	x	x	RON
AS 123	B737	SEA	23:30	3	x	x	x	x	x	x	x	

Departures:

Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
AS 594	B737	SEA	0:40	1/2	x	x	x	x	x	x	x	
DAL 2305	B737	SEA	1:50	4	x	x	x	x	x	x	x	
AS 332	B737	ANC	5:00	1/2	x	x	x	x	x	x	x	RON, X 6/16
AS 358	B737	SEA	6:00	3	x	x	x	x	x	x	x	RON
AS 138	B737	ANC	8:15	1/2	x	x	x	x	x	x	x	
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
4N3702	B737	YDA	9:30	6		x			x			VARIED MORNING/AFTERNOON FLIGHTS
4N3712	B737	YDA	10:00	6	x			x		x	x	VARIED MORNING/AFTERNOON FLIGHTS
AS 195	B737	ANC	10:05	1/2	x	x	x	x	x	x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
AS 356	B737	SEA	12:00	1/2	x	x	x	x	x	x	x	
QX 2398	E175	ANC	12:30	1/2	x	x	x	x		x	x	
RVF8122	DH8	ANC	13:30	A/B				x				Charter
4N3704	B737	YDA	14:00	6	x		x		x			VARIED MORNING/AFTERNOON FLIGHTS
DAL 1143	B737	SEA	15:13	4	x	x	x	x	x	x	x	
QX 2201	E175	ANC	15:55	1/2	x	x	x	x	x	x	x	AS 336 1535 DEP 6/16, 6/27-6/30
AS 124	B737	SEA	17:01	1/2	x	x	x	x	x	x	x	
QX 2050	E175	ANC	17:30	1/2	x	x		x	x	x	x	AS 148 TUES, THURS, 1735 DEP
CFG TBD	B767	FRA	18:34	6					x			6/9/22 - 9/8/22 THURS ONLY
AS 517	B737	ANC	19:00	1/2			x		x			TUES, THURS ONLY
QX 2317	E175	ANC	19:20	1/2		x		x		x		MON, WED, FRI ONLY
UAL 398	B737	ORD	21:00	5	x	x	x	x	x	x	x	6/3/22 - 9/6/22
AS 72	E175	ANC	21:05	1/2	x	x	x	x	x	x	x	AS 358 THURS
DAL2328	B737	MSP	21:48	4	x	x	x	x	x	x	x	

Gate Schedule July 1st - July 31st

Arrivals:													6/28/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency								Remarks
					S	M	T	W	T	F	S		
AS 185	B737	ANC	0:17	1/2	x	x	x	x	x	x	x	RON	
DAL1220	B737	SEA	0:24	4	x	x	x	x	x	x	x		
AS 223	B737	SEA	1:00	3	x	x	x	x	x	x	x		
AS 115	B737	ANC	7:15	1/2	x	x	x	x	x	x	x	X 7/5	
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES	
4N3701	B737	YDA	8:30	6		x			x				
4N3711	B737	YDA	9:00	6	x			x		x	x		
AS 194	B737	ANC	9:05	1/2	x	x	x	x	x	x	x		
RVF8121	DH8	ANC	9:40	A/B				x				Charter	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES	
AS 355	B737	SEA	11:00	1/2								X 7/5	
QX 2591	E175	ANC	11:50	1/2	x	x	x	x	x	x	x		
4N3703	B737	YDA	13:00	6	x		x		x				
RVF8122	DH8	GBH	13:00	A/B				x				Charter	
DAL 1172	B737	SEA	14:14	4	x	x	x	x	x	x	x		
AS 335	B737	ANC	15:14	1/2		x	x	x	x			Runs MON-THURS ONLY	
QX 2198	E175	ANC	15:14	1/2	x					x	x	Runs SAT SUN ONLY 7/1 - 7/23, then FRI-SUN ONLY	
AS 1465	B737	SEA	16:20	1/2	x	x	x	x	x	x	x		
QX 2105	E175	ANC	16:45	1/2	x	x		x		x		X TUES THURS 7/24 - 7/31 X SAT 7/2 - 7/30	
CFG TBD	B767	ANC	17:00	6					x			6/9/22 - 9/8/22 THURS ONLY	
AS 522	B737	ANC	18:55	1/2			x		x			TUES, THURS ONLY	
QX 2322	E175	ANC	18:55	1/2		x		x		x		MON, WED, FRI ONLY	
UAL 434	B737	ORD	19:36	6	x	x	x	x	x	x	x	ENDS 9/8/22	
AS 132	B737	ANC	20:25	1/2	x	x	x	x	x	x	x		
DAL 701	B737	MSP	20:42	4	x	x	x	x	x	x	x	CHANGES TO 20:52 7/11	
AS 357	B737	SEA	21:24	1/2	x	x	x	x	x	x	x	RON	

Departures:													
Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks	
					S	M	T	W	T	F	S		
DAL 2305	B737	SEA	1:40	4	x	x	x	x	x	x	x		
AS 234	B737	SEA	2:10	1/2	x	x	x	x	x	x	x	X 7/1, 7/5	
AS 332	B737	ANC	5:00	1/2	x	x	x	x	x	x	x	* X 7/5	
AS 358	B737	SEA	6:00	3	x	x	x	x	x	x	x		
AS 138	B737	ANC	8:15	1/2	x	x	x	x	x	x	x		
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES	
4N3702	B737	YDA	9:30	6		x			x				
4N3712	B737	YDA	10:00	6	x			x		x	x		
AS 195	B737	ANC	10:05	1/2	x	x	x	x	x	x	x		
RVF8121	DH8	GBH	10:10	A/B				x				Charter	
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES	
AS 356	B737	SEA	12:00	1/2	x	x	x	x	x	x	x		
QX 2398	E175	ANC	12:30	1/2	x	x	x	x		x	x		
AS 336	B737	ANC	16:10	1/2		x	x	x	x			Runs MON-THURS ONLY	
RVF8122	DH8	ANC	13:30	A/B				x				Charter	
4N3704	B737	YDA	14:00	6	x		x		x				
DAL 1143	B737	SEA	15:14	4	x	x	x	x	x	x	x		
QX 2201	E175	ANC	16:10	1/2	x					x	x	Runs SAT SUN ONLY 7/1 - 7/23, then FRI-SUN ONLY	
AS 124	B737	SEA	17:20	1/2	x	x	x	x	x	x	x		
QX 2050	E175	ANC	17:40	1/2	x	x		x		x	x	X TUES THURS 7/24 - 7/31 X SAT 7/2 - 7/30	
CFG TBD	B767	FRA	18:34	6						x		6/9/22 - 9/8/22 THURS ONLY	
AS 517	B737	ANC	19:50	1/2			x		x			TUES, THURS ONLY	
QX 2317	E175	ANC	19:50	1/2		x		x		x		MON, WED, FRI ONLY	
UAL 398	B737	ORD	20:48	6	x	x	x	x	x	x	x	ENDS 9/8/22	
AS 72	B737	ANC	21:20	1/2	x	x	x	x	x	x	x		
DAL 701	B737	MSP	21:52	4	x	x	x	x	x	x	x	CHANGES TO 22:02 7/11	

Gate Schedule August 1st - September 6th

Arrivals:													6/27/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency								Remarks
					S	M	T	W	T	F	S		
AS 185	B737	ANC	0:17	1/2	x	x	x	x	x	x	x	RON	
DAL1220	B737	SEA	23:54	4									
AS 223	B737	SEA	1:00	3	x	x	x	x	x	x	x		
AS 115	B737	ANC	7:15	1/2	x	x	x	x	x	x	x		
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES	
4N3701	B737	YDA	8:30	6		x			x				
4N3711	B737	YDA	9:00	6	x			x		x	x		
AS 194	B737	ANC	9:05	1/2	x	x	x	x	x	x	x		
RVF8121	DH8	ANC	9:40	A/B				x				Charter	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES	
AS 355	B737	SEA	11:00	1/2	x	x	x	x	x	x	x		
QX 2591	E175	ANC	11:50	1/2	x	x	x	x	x	x	x		
4N3703	B737	YDA	13:00	6	x		x		x				
RVF8122	DH8	GBH	13:00	A/B				x				Charter	
DAL 1172	B737	SEA	14:14	4	x	x	x	x	x	x	x	ENDS 8/14/22	
AS 335	B737	SEA	15:14	1/2		x	x	x	x			MON-THURS ONLY	
QX 2198	E175	ANC	15:14	1/2	x					x	x	FRI-SUN ONLY	
AS 1465	B737	SEA	16:20	1/2	x	x	x	x	x	x	x		
QX 2105	E175	ANC	16:45	1/2	x	x		x		x		X TUES THURS	
CFG TBD	B767	ANC	17:00	6					x			ENDS 9/8/22	
AS 522	B737	ANC	18:55	1/2			x		x			TUES THURS ONLY	
QX 2322	E175	ANC	18:55	1/2		x		x		x		MON, WED, FRI ONLY	
UAL 434	B737	ORD	19:36	6	x	x	x	x	x	x	x	ENDS 9/6/22	
AS 132	B737	ANC	20:25	1/2	x	x	x	x	x	x	x		
DAL 701	B737	MSP	20:52	4								END DATE TBD	
AS 357	B737	SEA	21:24	1/2	x	x	x	x	x	x	x	RON	

Departures:[illegible]

Gate Schedule September 7th - October 5th

Arrivals:												8/23/2022
Flight	Equipment	Arrives From	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL1220	B737	SEA	0:10	4	x	x		x	x	x		
AS 223	B737	SEA	1:45	1/2		x	x			x	x	RON X SUN, WED, THURS
AS 378	B737	ANC	7:48	1/2	x	x	x	x	x	x	x	QX 2023 on WED
RVF8101	DH8	ANC	8:10	A/B			x					Charter every other TUES
4N3701	B737	YDA	8:30	6		x				x		
4N3711	B737	YDA	9:00	6	x			x		x	x	
RVF8121	DH8	ANC	9:40	A/B				x				Charter
AS 84	B737	SEA	10:20	1/2	x	x	x	x	x	x	x	
RVF8102	DH8	PPC	10:50	A/B			x					Charter every other TUES
AS 201	B737	ANC	11:33	1/2	x	x	x	x	x	x	x	
4N3703	B737	YDA	13:00	6	x		x		x			
RVF8122	DH8	GBH	13:00	A/B				x				Charter
AS 167	B737	ANC	14:00	1/2	x	x	x	x	x	x	x	QX 2006 on THURS
DAL 1172	B737	SEA	14:16	4	x	x	x	x	x	x	x	ENDS 9/30/22
AS 124	B737	SEA	15:35	1/2	x	x	x	x	x	x	x	
AS 702	B737	ANC	16:45	1/2	x	x	x	x	x	x	x	
CFG TBD	B767	ANC	17:00	6					x			ENDS 9/8/22
QX 2322	E175	ANC	19:39	1/2	x	x	x	x	x	x	x	
AS 818	B737	SEA	21:30	1/2	x	x	x	x	x	x	x	RON
AS 426	B737	ANC	23:00	1/2	x	x	x	x	x	x	x	X 10/5

Departures:												
Flight	Equipment	Departs To	Time	Parking Gate	Frequency							Remarks
					S	M	T	W	T	F	S	
DAL 2305	B737	SEA	1:40	4	x	x	x	x	x	x	x	
AS 234	B737	SEA	2:55	3	x	x	x	x	x	x	x	
AS 240	B737	ANC	5:00	1/2	x	x	x	x	x	x	x	
AS 819	B737	SEA	6:00	1/2		x	x			x	x	X SUN, WED, THURS
RVF8101	DH8	PPC	8:40	A/B			x					Charter every other TUES
AS 380	B737	ANC	8:45	1/2	x	x	x	x	x	x	x	QX 2032 on WED
4N3702	B737	YDA	9:30	6		x			x			
4N3712	B737	YDA	10:00	6	x			x		x	x	
RVF8121	DH8	GBH	10:10	A/B				x				Charter
RVF8102	DH8	ANC	11:20	A/B			x					Charter every other TUES
AS 209	B737	ANC	11:20	1/2	x	x	x	x	x	x	x	
AS 495	B737	SEA	12:35	1/2	x	x	x	x	x	x	x	
RVF8122	DH8	ANC	13:30	A/B				x				Charter
4N3704	B737	YDA	14:00	6	x		x		x			
AS 163	B737	ANC	14:55	1/2		x	x	x	x			QX 2007 on THURS
DAL 1172	B737	SEA	15:25	4	x	x	x	x	x	x	x	ENDS 9/30/22
AS 124	B737	SEA	16:35	1/2	x	x	x	x	x	x	x	X 10/5
AS 702	B737	ANC	17:40	1/2	x	x	x	x	x	x	x	
CFG TBD	B767	FRA	18:34	6					x			ENDS 9/8/22
QX 2317	E175	ANC	20:20	1/2	x	x	x	x	x	x	x	

FAI CY2019 DEPLAINED PAX

Air Carrier	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Int'l Sig												
Condor	0	0	0	0	0	0	104	148	210	370	0	0
China Airlines	0	0	0	0	0	0	0	0	0	0	0	0
Korean Airlines	0	0	0	0	0	0	0	0	0	0	0	0
Total Int Sig	0	0	0	0	0	0	104	148	210	370	0	0
Int'l Non-Sig												
Air North	0	0	0	0	0	0	2,193	2,092	2,555	163	0	0
Japan Airlines	0	440	0	0	0	0	0	0	0	262	0	0
ANA	0	0	0	0	0	0	0	0	0	0	0	0
Omni Air Int'l	0	0	1,085	0	0	0	0	9	107	0	0	0
Uzbekistan Airways	0	0	0	0	0	0	0	0	0	0	113	132
Total Int Non-Sig	0	440	1,085	0	0	0	2,193	2,101	2,662	425	0	113
Total Int'l	0	440	1,085	0	0	0	2,297	2,249	2,872	795	0	113

Dom Sig												
Alaska	34,203	32,065	38,700	29,185	39,814	39,255	41,462	39,406	31,652	34,116	32,740	36,786
Corvus	1,778	1,613	1,859	1,533	1,689	1,391	1,538	1,976	2,089	2,259	1,637	0
Delta	2,084	1,847	3,281	1,873	4,188	12,185	14,116	13,185	4,124	2,788	2,844	3,602
Perinsula	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0
Tatonduk	189	218	194	125	156	162	140	224	367	266	129	207
United	0	0	0	98	3,822	6,881	8,312	6,233	2,824	179	0	0
Total Dom Sig	38,254	35,743	44,034	32,814	49,669	59,874	65,568	61,024	41,056	39,608	37,350	40,595

Dom Non-Sig												
40 Mile	5	4	6	4	6	3	12	17	15	9	5	17
Alascom	7	0	0	5	7	0	11	8	11	33	0	1
Conoco-BP	230	216	205	199	230	184	165	132	0	0	0	0
FBO/Other	0	0	0	0	0	0	0	0	0	0	0	0
Hageland	0	0	0	0	0	0	0	0	0	0	0	0
Sierra Pacific	0	0	0	0	0	0	0	0	0	0	0	0
Warbelow's	415	517	460	285	642	1,201	1,251	1,283	889	300	262	403
Wright	2,069	2,031	2,334	2,389	2,419	2,632	2,651	3,054	2,630	2,482	1,968	2,336
Total Dom Non-Sig	2,726	2,768	3,005	2,882	3,304	4,020	4,090	4,494	3,545	2,824	2,235	2,757

Total Dom	40,980	38,511	47,039	35,696	52,973	63,894	69,658	65,518	44,601	42,432	39,585	43,352
Total	40,980	38,951	48,124	35,696	52,973	66,191	71,907	68,390	45,396	42,432	39,698	43,484

FAI CY2019 ENPLANED PAX

Air Carrier	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Int'l Sig												
Condor	0	0	0	0	0	123	257	330	462	0	0	0
China Airlines	0	0	0	0	0	0	0	0	0	0	0	0
Korean Airlines	0	0	0	0	0	0	0	0	0	0	0	0
Total Int Sig	0	0	0	0	0	123	257	330	462	0	0	0
Int'l Non-Sig												
Air North	0	0	0	0	356	1,510	2,142	2,075	0	0	0	0
Japan Airlines	0	440	0	0	0	0	0	0	142	0	0	0
ANA	0	0	0	0	0	0	0	0	0	0	0	0
Omni Air Int'l	671	645	0	0	108	0	2	428	464	0	0	0
Uzbekistan Airways	0	0	0	0	0	0	0	0	0	0	0	0
Total Int Non-Sig	671	1,085	0	0	464	1,510	2,144	2,503	606	0	0	0
Total Int'l	671	1,085	0	0	464	1,633	2,401	2,833	1,068	0	0	0
Dom Sig												
Alaska	31,918	31,953	38,589	29,265	35,490	35,963	38,925	38,761	35,875	36,335	33,232	37,930
Corvus	1,761	1,613	2,090	1,567	1,758	1,453	1,646	2,307	2,359	2,387	1,773	0
Delta	2,372	2,592	2,192	1,533	3,147	9,659	12,849	12,405	4,794	3,142	2,792	3,766
Peninsula	0	0	0	0	0	0	0	0	0	0	0	0
Sun Country	0	0	0	0	0	0	0	0	0	0	0	0
Tatonduk	185	203	183	106	186	211	146	246	336	270	138	181
United	0	0	0	62	2,357	4963	7426	6,113	4,238	247	0	0
Total Dom Sig	36,236	36,361	43,054	32,533	42,938	52,249	60,992	59,832	47,602	42,381	37,935	41,877
Dom Non-Sig												
40 Mile	8	6	8	6	12	6	9	15	12	8	4	15
Alascom	7	0	0	5	8	0	7	5	11	32	0	1
Conoco-BP	264	232	197	188	218	198	185	139	0	0	0	0
FBO/Other	0	0	0	0	0	0	0	0	0	0	0	0
Hageland	0	0	0	0	0	0	0	0	0	0	0	0
Sierra Pacific	0	0	0	0	0	0	0	0	0	0	0	0
Warbelow's	518	703	703	313	613	1,192	1,190	1,264	974	346	415	579
Wright	1,965	2,032	2,454	2,270	2,492	3,011	2,685	3,253	2,468	2,388	2,008	2,498
Total Dom Non-Sig	2,762	2,973	3,362	2,782	3,343	4,407	4,076	4,676	3,465	2,774	2,427	3,093
Total Dom	38,998	39,334	46,416	35,315	46,281	56,656	65,068	64,508	51,067	45,155	40,362	44,970
Total	39,669	40,419	46,416	35,315	46,745	58,289	67,469	67,341	52,135	45,155	40,362	44,970

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Sierra Pacific	526	331	285	54	0	197	256	286	265	178	158	203	2,739
Warbelow's	2,148	2,065	1,626	209	505	1,071	1,012	1,364	1,255	1,134	833	1,035	14,257
Wright	2,743	2,414	1,928	271	517	1,282	1,281	1,671	1,537	1,347	1,000	1,250	17,241
Total Dom Non-Sig													
Total Dom	41,860	40,136	26,185	2,679	6,652	12,502	17,573	20,225	18,061	18,668	16,435	19,534	240,510
Total	42,665	40,136	26,185	2,679	6,652	12,502	17,573	20,225	18,061	18,668	16,435	19,534	241,315
FAI CY2020 DEPLANED PAX													
Air Carrier	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	
Int'l Sig													
Condor													
China Airlines													
Korean Airlines													
Total Int Sig	0	0	0	0	0	0	0	0	0	0	0	0	0
Int'l Non-Sig													
Air North													
Japan Airlines													
ANA													
Omni Air Int'l					301	269							570
Uzbekistan Airways													
Total Int Non-Sig	0	0	0	0	301	269	0	0	0	0	0	0	570
Total Int'l	0	0	0	0	301	269	0	0	0	0	0	0	570
Dom Sig													
Alaska	35,203	34,217	22,986	2,699	5,698	11,096	14,185	15,439	15,263	13,288	12,702	14,205	196,981
Corvus	1,500	1,449	697	0	0	0	0	0	0	0	38	235	3,919
Delta	3,138	2,639	1,892	435	658	1,532	3,122	2,318	1,963	1,880	2,071	1,439	200,900
Peninsula													
Sun Country													
Tatonduk	132	147	134	6	100	0	173	50	193	129	129	114	1,307

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Dom Non-Sig	9	7	6	4	2	12	12	15	18	7	6	4
40 Mile	9	7	6	4	2	12	12	15	18	7	6	4
Alascom	5	10	11	2	8	7	3	11	5	10	4	10
Conoco-BP	1	0	0	85	85							
FBO/Other												
Hageland												
Sierra Pacific												
Warbelow's	293	319	260	44	0	152	234	246	251	154	137	215
Wright	2,148	2,038	1,449	189	589	971	951	1,152	1,207	1,060	854	1,099
Total Dom Non-Sig	2,456	2,374	1,726	324	684	1,142	1,200	1,424	1,481	1,231	1,001	1,328
Total Dom	42,429	40,826	27,435	3,464	7,140	13,770	18,680	19,231	18,900	16,528	15,941	17,321
Total	42,429	40,826	27,435	3,464	7,441	14,039	18,680	19,231	18,900	16,528	15,941	17,321

Total Dom	42,429	40,826	27,435	3,464	7,140	13,770	18,680	19,231	18,900	16,528	15,941	17,321		241,665
Total	42,429	40,826	27,435	3,464	7,441	14,039	18,680	19,231	18,900	16,528	15,941	17,321		242,235

FAI CY2020 IN-TRANSIT PAX[illegible]

Int'l Non-Sig
Air North
Japan Airlines
Omni Air Int'l
Uzbekistan Airways
Total Int Non-Sig

Total Int'l

Total Dom Sig

Total Dom Non-Sig

[illegible]

[illegible][illegible]

Total Int Non-Sig

	Dom Sig	Alaska	American	Corvus	Delta	Sun Country	Peninsula	Tatonduk	United	Total Dom Sig
	0	0	0	0	0	0	0	0	0	7,110
	1,348	3,239	2,523	45	45	45	45	45	45	7,290
	1,348	3,239	2,523	45	45	45	45	45	45	7,290

40 Mile
Alascom
Conoco-BP
FBO/Other
Hageland
Sierra Pacific
Warbelow's
Wright

[illegible]

Air Carrier

Air Carrier	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
Int'l Sig													
Condor						253	798	662	324				
Total Int Sig						253	798	662	324				2,037
Int'l Non-Sig													
Air North					378	994	1,032	1,246	127				
Total Int Non-Sig					378	994	1,032	1,246	127				3,777
Total Int'l					378	1,247	1,830	1,908	451				5,814
Dom Sig													
Alaska	26,670	29,811	27,561	29,277	29,607	30,291	34,065	38,325	35,616	34,048	33,171		348,442
Northern Pacific	41	40	42	39	58	50	59	54	40	38	47		508
Delta	3,055	2,858	3,216	3,098	6,872	10,275	12,647	12,569	8,095	3,208	2,808		68,701
Tatonduk	279	368	449	359	366	458	497	572	666	523	559		5,096
United						4058	5306	4,927	821	0			
Total Dom Sig	30,045	33,077	31,268	32,773	36,903	45,132	52,574	56,447	45,238	37,817	36,585		437,859
Dom Non-Sig													
40 Mile	8	14	12	9	17	24	13	16	16	15	19		163
Alascom	8	2		3				8	8	12	10		51
Conoco-BP													
Warbelow's	459	424	812	378	522	1,164	1,336	1,443	934	350	371		8,193
Wright	1,725	1,700	2,341	2,104	2,533	2,859	2,655	3,187	2,267	2,326	1867		25,564
Total Dom Non-Sig	2,200	2,140	3,165	2,494	3,072	4,047	4,004	4,654	3,225	2,703	2,267		33,971
Total Dom	32,245	35,217	34,433	35,267	39,975	49,179	56,578	61,101	48,463	40,520	38,852		471,830
Total	32,245	35,217	34,433	35,267	40,353	50,426	58,408	63,009	48,914	40,520	38,852		477,644

FAI CY2022 DEPLANED PAX[illegible]

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