

**REQUEST FOR PROPOSALS FOR  
FOOD AND RETAIL CONCESSION OPERATOR**



Issued By: Great Falls International Airport Authority  
2800 Terminal Drive  
Great Falls, MT 59404

**April 26, 2018**

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**GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY**

**REQUEST FOR PROPOSALS FOR  
FOOD, BEVERAGE AND RETAIL CONCESSIONS OPERATION**

Sealed proposals will be accepted until **1:00 PM PT, Friday, June 29, 2018 (“Response Submittal Date”)** by the Great Falls International Airport Authority (“Authority”) 2800 Terminal Drive, Great Falls, Montana 59404, to provide the Authority with Food, Beverage and Retail Concession Operation in accordance with the conditions stated in the Request for Proposals (“RFP”) package.

RFP package documents may be obtained from Alissa Taylor, at the above address, by calling (406) 727-3404, by email at [info@flygtf.com](mailto:info@flygtf.com) or by accessing the Airport website: [flygtf.com/projects](http://flygtf.com/projects).

Proposals shall be marked: “Proposal for Food, Beverage and Retail Concession Operation”.

The Authority reserves the right to reject any and all proposals, award multiple agreements to more than one Proposer, to waive any irregularities in the process, to negotiate with any proposers, and to accept any proposal considered to be in the best interest of the Authority.

The Airport is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective Proposer on the basis of race, religion, color, sex, age, national origin, or presence of any sensory, mental, or physical disability in the consideration of agreement award. A successful proposer will be required to comply with all EEO, federal, state, and local laws and regulations.

Great Fall International Airport  
2800 Terminal Drive  
Great Falls Montana, 59404

TO: Prospective Food, Beverage and Retail Concession Operation Proposer  
FROM: John Faulkner, A.A.E.  
Airport Director  
DATE: April 26, 2018  
SUBJECT: Food, Beverage and Retail Concession Operation Request for Proposals

Thank you for reviewing this Request for Proposals. We appreciate your interest in providing Food, Beverage and Retail Concession Services for the Great Falls International Airport.

Please read the information in this packet thoroughly. A proposal may be disqualified if it does not comply with all of the requirements of the Airport's Request for Proposals process. We want your proposal to be evaluated on its merits, and not be deemed non-responsive.

The following schedule is tentative and subject to change solely at the Authority's discretion:

April 26, 2018	RFP Advertised/posted on Airport's web site
May 21, 2018	Questions deadline
May 31, 2018	Responses/Addenda posted
June 29, 2018 by 1:00 PM MST	Proposals due
Between July 23 - 26, 2018	Interviews
August 28, 2018	Airport Authority Action/Agreement Award

Please contact us at [info@flygtf.com](mailto:info@flygtf.com) if you have any questions regarding this document or the RFP process.

Sincerely,

John Faulkner  
Airport Director  
Great Falls International Airport  
(406) 727-3404

## **I. INTRODUCTION**

The Great Falls International Airport Authority (“Authority”), the owner and operator of the Great Falls International Airport (“Airport”) is seeking proposals from qualified firms to operate food and beverage, specialty retail and news and gift concessions. Respondents (“Proposers”) to the Request for Proposals (“RFP”) shall follow the instructions and selection criteria described herein. The concession contract awarded through this RFP shall grant the selectee the right to operate the aforementioned concessions inside the terminal building for a period of fifteen (15) years.

This document outlines the prerequisites, selection process and documentation necessary to submit a proposal for the requested services. Please carefully read the entire package before submitting your proposal.

Sealed proposals, one (1) original and four (4) copies, shall be submitted **by 1:00 PM PT on the Response Submittal Date and delivered to:**

Great Falls International Airport Authority  
**ATTN: Proposal for Food, Beverage and Retail Concession Operation**  
2800 Terminal Drive  
Great Falls, Montana 59404

**Any proposal received after 1:00 PM PT on Response Submittal Date will be deemed late and non-responsive.**

All proposals will be date and time stamped upon receipt by Airport staff and shall be opened and reviewed after 1:00 PM MST on the Response Submittal Date. All documents listed on the attached Proposal Submission Checklist – Attachment #1 must be submitted in a sealed envelope that is clearly marked: “Terminal Concessionaire Proposal.” It will be the sole responsibility of Proposers to ensure proposals are delivered to Authority by the appointed date and time and with the appropriate markings on the sealed envelope. Late proposals will be returned to the Proposer unopened. All proposals: 1.) become the property of the Authority 2.) are considered open public records and 3.) must be provided without cost to the Authority. Except as otherwise provided for herein, proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive.

This RFP does not commit the Airport to enter into an agreement or to pay any costs incurred in the preparation of a proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the Authority to negotiate an agreement with any Proposer it deems beneficial to the Airport.

All proposals shall be considered valid for a period of ninety (90) days from the proposal closing date and shall contain a statement to that effect. Timely proposals received shall be subject to applicable laws and regulations governing public disclosure. Any information received within the proposal will be considered part of the public record of this RFP process and a public record subject to disclosure.

The Airport reserves the right to reject any and all proposals, to waive informalities and irregularities in the proposal submission process, to extend the date for submittal of responses, to request additional information.

By submittal of a proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current Proposer of the Authority in order to procure the agreement described in this RFP. The Proposer also certifies that the financial information in its proposal has been arrived at independently and without consultation, communication or agreement with the Authority, any employee or representative of the

Airport (except as set forth herein), or other proposers, to restrict competition as to any matter relating to this RFP.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Authority is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental or physical disability in consideration of an agreement award. A successful proposer will be required to comply with all federal, state, and local laws and regulations.

## **PROHIBITION AGAINST LOBBYING**

The Proposer shall not lobby, either on an individual or collective basis, the Authority (its employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Authority (its employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

## **QUESTIONS, INQUIRIES and CONTACT WITH AIRPORT STAFF**

The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of agreement, the sole Airport contact is:

Lara Tait  
Assistant Airport Director  
2800 Terminal Drive  
Great Falls, Montana  
(406) 727-3404  
E-mail: [lara@flygtf.com](mailto:lara@flygtf.com)

All questions from Proposers must be submitted in writing, electronically, to [lara@flygtf.com](mailto:lara@flygtf.com) no later than May 21, 2018. It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner and to the proper Airport representative. Answers to questions, other clarifications and/or addendums will be returned via email.

In the event any addendums are issued, proposers shall complete and return the Acknowledgement of Addenda form (Attachment #3) with their proposal.

## **II. AIRPORT BACKGROUND**

The Authority is governed by a seven person Board appointed by the City of Great Falls and Cascade County. The Authority was established as the airport operator on April 17, 2001 by a joint resolution of the City and County. The Authority is financially self-sustaining and does not receive any local tax proceeds.

The Authority serves north-central Montana acting as a tourism gateway to the Rocky Mountain Front

Range and Glacier National Park, among other attractions. The Airport’s air trade area includes approximately 120,000 residents. The Airport enplanes approximately 180,000 passengers per year. Currently, four airlines provide service to the Great Falls market. Direct flights are offered on a year-around basis to six destinations and United flies summer-only service to Chicago.

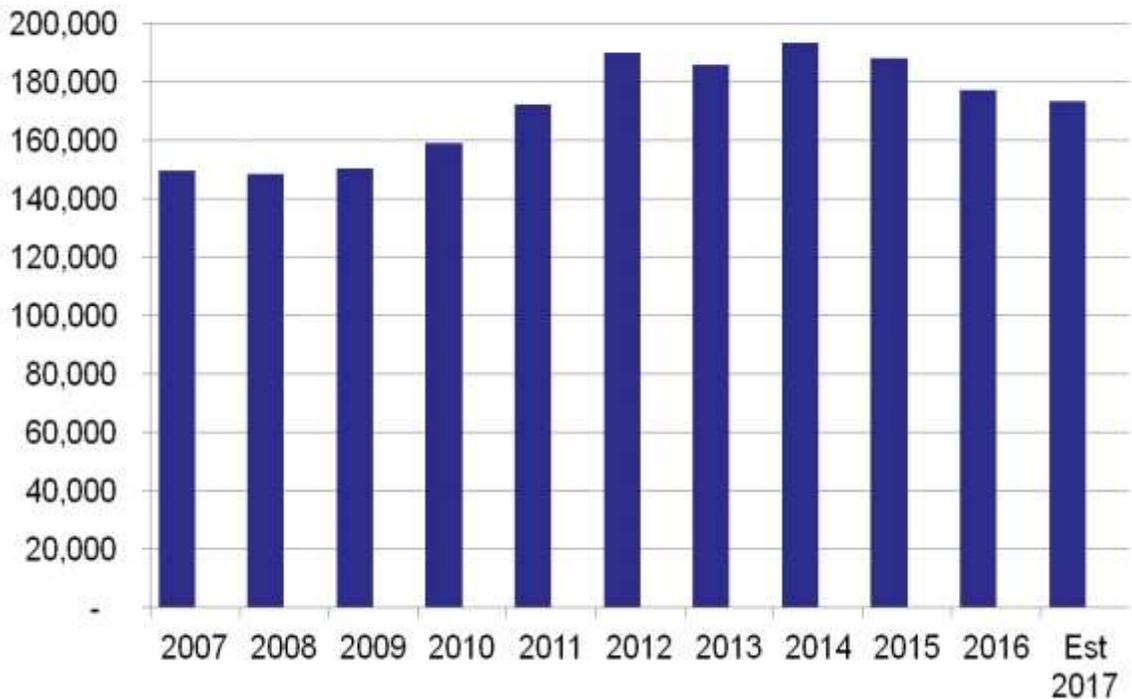
Current Airline partners:

- Alaska
- Allegiant
- Delta
- United

Nonstop destinations:

- Denver (United)
- Seattle (Alaska)
- Salt Lake (Delta)
- Las Vegas (Allegiant)
- Phoenix-Mesa (Allegiant)
- Minneapolis (Delta)
- Chicago (Seasonal-United)

**Ten Year Passenger Boarding History**



**III. CONCESSION SPACES**

The Authority completed a terminal expansion in 2013 that included the addition of a post-

security restaurant, bar and gift shop. The post-security restaurant has a limited service kitchen equipped with a fryer, panini press and microwave. This location has a full bar with two point-of-sale locations and an additional point-of-sale in the adjacent gift shop. There is also a full-service pre-security restaurant with a full kitchen. All passenger concessions are located on the second floor of the terminal building.

The full-service kitchen also serves the airport meeting and conference facilities located on the second and third floor of the terminal building. The meeting and conference facilities include two large rooms that are a location of choice for holiday parties, wedding receptions and business luncheons. The airport’s location on a hill above town allows for fantastic views of the airfield, town and the mountains that surround Great Falls.

In preparing a response to this solicitation, Proposers should consider the following information. Currently, the post-security food location is served from a walk-up counter and a point-of-sale at the bar. The current configuration is confusing with most passengers ordering at the counter and others at the bar. Currently, the cashiers are also preparing the food resulting in delays between orders. This location often experiences lines during busy morning periods resulting in lost sales from some customers walking away.

The Authority is interested in service enhancements at the post-security restaurants. Possible solutions might include table-service at this location or use of technology like tablets to take orders from tables in seating area so passengers don’t have to stand in line. Positioning a staff member to cook might enhance the operation. Despite exceptional growth, we believe additional revenue can be achieved at this location.

The following table below provides a ten-year history of total sales revenue for each category:

<b>GREAT FALLS, MONTANA</b>									
	BANQUET ALCOHOLIC BEVERAGE	DELI/ REST ALCOHOLIC BEVERAGE	TOTAL ALCOHOLIC BEVERAGE	FOOD	BANQUET FOOD	TOTAL FOOD	TOTAL GIFT NEWS	TOTAL VENDING	TOTAL SALES
<b>2008</b>	\$62,772	\$68,604	<b>\$131,376</b>	\$278,133	\$227,853	<b>\$505,986</b>	<b>\$223,237</b>	<b>\$675</b>	<b>\$861,275</b>
<b>2009</b>	\$45,569	\$69,621	<b>\$115,190</b>	\$281,562	\$162,020	<b>\$443,582</b>	<b>\$180,672</b>	<b>\$4,122</b>	<b>\$743,567</b>
<b>2010</b>	\$43,566	\$59,269	<b>\$102,835</b>	\$300,498	\$166,074	<b>\$466,572</b>	<b>\$185,091</b>	<b>\$29,957</b>	<b>\$784,456</b>
<b>2011</b>	\$58,206	\$63,214	<b>\$121,420</b>	\$285,399	\$193,336	<b>\$478,735</b>	<b>\$203,984</b>	<b>\$27,360</b>	<b>\$831,500</b>
<b>2012</b>	\$52,695	\$92,612	<b>\$145,307</b>	\$307,762	\$152,284	<b>\$460,046</b>	<b>\$199,595</b>	<b>\$21,991</b>	<b>\$826,938</b>
<b>2013</b>	\$37,093	\$101,715	<b>\$138,808</b>	\$318,690	\$111,173	<b>\$429,863</b>	<b>\$158,540</b>	<b>\$39,632</b>	<b>\$766,843</b>
<b>2014</b>	\$50,131	\$166,288	<b>\$216,419</b>	\$551,956	\$144,739	<b>\$696,695</b>	<b>\$284,218</b>	<b>\$18,335</b>	<b>\$1,215,668</b>
<b>2015</b>	\$60,810	\$164,238	<b>\$225,048</b>	\$525,477	\$165,760	<b>\$691,237</b>	<b>\$287,834</b>	<b>\$15,777</b>	<b>\$1,219,896</b>
<b>2016</b>	\$26,709	\$175,109	<b>\$201,818</b>	\$457,967	\$122,226	<b>\$580,193</b>	<b>\$299,117</b>	<b>\$15,844</b>	<b>\$1,096,971</b>
<b>2017</b>	\$42,008	\$164,634	<b>\$206,641</b>	\$551,177	\$95,760	<b>\$646,937</b>	<b>\$286,910</b>	<b>\$27,047</b>	<b>\$1,167,536</b>
									<b>\$9,514,650</b>

**IV. CONCESSIONAIRE RESPONSIBILITIES**

Concessionaire shall provide good quality food, beverage and retail merchandise at the Great Falls International Airport. Concessions shall be operated in a way that is convenient for passenger use and shall provide excellent customers service. Minimum Standards of Operations for the successful concessionaire as follows:

1. **Hours of operation:** Post security food, beverage and news/gift locations shall be available at least 90 minutes prior to all scheduled departure. The pre-security food and beverage location must be available a minimum 7:00 am to 3:00 pm six days per week. The concessionaire is expected to expand these hours to capture business during peak times such as holidays and summer tourism seasons. Any variance from these hours must be justified and approved by the Authority. Beyond these hours, the post security food operation is expected to generally remain open during flight delays. In fact, many of the best grossing days since this location was added have been during flight delays.
2. **Pricing:** Concession products must be offered at reasonable prices consistent with those prevalent in Cascade County.
3. **Food Offered:** Menus shall include high quality traditional American food and beverages for each meal (breakfast, lunch and dinner). Offerings should provide sufficient variety to appeal to most passengers including some healthy options and items for special dietary needs such as gluten free. There should also be items on the menu for children. The introduction of new higher quality items and healthier options in the new post-security location has resulted in additional sales revenue. The Authority believes that this trend can be continued. For example, offering snack nuts and healthier chips alongside traditional potato chips. Micro-brewed beer shall be available at both food locations including some local and Montana products.
4. **Retail Merchandise:** The news gift location will offer relevant material for purchase including magazines, books and snacks. The Authority encourages the concessionaire to offer Montana made jewelry, pottery and huckleberry snacks which have all been very popular.
5. **Staffing:** Staffing should be sufficient to efficiently operate the concessions locations during operating hours. Service should be prompt and courteous.
6. **Banquets & Meetings:** The Airport's meeting rooms are among the most popular locations in Great Falls for holiday parties, wedding receptions and luncheons. The concessionaire will market these services at wedding shows and with meeting planners. The concessionaire will schedule the meeting rooms and sell catering for events. A variety of catering package options shall be available from cold-cut lunches to formal carving station dinners.
7. **Vending Machines:** Concessionaire shall provide and service food and beverage vending machines. The location of each machine shall be approved by the Authority; however, a minimum of two beverage machines and one food machine shall be provided pre-security and a minimum of four beverage machines and one food machine shall be provided inside security.

## V. PROPOSAL REQUIREMENTS

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal
- B. Capital Buyout Acknowledgement Statement
- C. Operating Proposal
- D. Capital Proposal

- E. Qualifications and Experience
- F. Acknowledgement of Addenda(s), if issued

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response. Submission of electronic files should be on a thumb drive or CD and must be in a common file format; (i.e., .pdf, .doc, .jpg, .wav, .mov).

**5.1. Submittal Letter.** A Submittal Letter on the Proposer's letterhead shall be submitted in this section and include but not be limited to the following information:

- 5.1.1. The structure of the responding organization that would enter into a lease if successful (corporation, joint venture, partnership).
- 5.1.2. The names of the owners of the company submitting the proposal.
- 5.1.3. The name, address, and telephone number of the individual to which inquires relating to the response should be directed.
- 5.1.4. The submittal letter shall be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

**5.2. Capital Buyout.** The concessionaire must buyout the capital improvement from the 2013 remodel. This includes furniture and furnishings that will be included in the concession. The buyout cost is \$63,257.24 and the payment must be made before March 1, 2018. Include a statement that acknowledges the commitment to fund this capital buyout.

**5.3. Operating Concept per Location.** Information submitted in response to this section shall include a narrative description of:

- 5.3.1. The Proposers understanding of the need for each concession location;
- 5.3.2. Staffing concept for each location. The staffing concept should describe generally how each concept will be operated. For example, the pre-security restaurant currently has table-service while the post-security location is quick-service. This shall include the number of staff during operating hours and the description of each staffing position (i.e., cook, waitress, bartender). Descriptions should note if a position is performing multiple duties (i.e., bartender/waitress). The staffing plan should identify how many points-of-sale will be active during various times of the operating day per location. This section should identify the addition of any technology such as tablet order stations, etc.
- 5.3.3. Provide a description of the name of each location if they are to be themed and any signage that will be added at each location including any menu boards.

**5.4. Proposed Capital Improvements.** The Authority is not planning any capital improvements to the concession space during the proposed contract period. However, the Authority would like the post-security location to use glassware for beer instead of disposable cups. If additional equipment is required to achieve this request, please note this in your proposal. Proposers should describe any capital improvements or reinvestments that they plan during the contract period. Provide the following details:

- 5.4.1. Improvement descriptions and cost estimates,
- 5.4.2. Layouts of the improved concession space only if the current layout is being changed,
- 5.4.3. Buyout cost at end of contract term. The Authority does not anticipate any buyout cost at the end of the contract; however, if the Proposer is proposing substantial improvements and expects to have a residual cost buyout at the end of the contract term, that must be noted in the proposal.

**5.5. Qualifications and Experience.** Proposers must have a minimum of five years prior experience providing food service and retail concessions for an airport or other high traffic multi-use environment with similar sales volume and traffic count. Responses to this section should include the following:

- 5.5.1. Describe in detail the extent of food service, catering and retail operating experience including number of locations, number of years operating locations. The Authority has particular interest in any locations that are similar to the Airport in terms of the size of the location being operated. For each location, list annual revenue and annual traffic count of the facility (i.e., passengers).
- 5.5.2. Describe experience specifically operating and managing of concessions at airports or other major transportation centers. If these locations are listed in the response to 5.7.1, they need not be relisted again in this section. For each location, list annual revenue and annual traffic count of the facility (i.e., passengers). For each location, list annual revenue and annual traffic count of the facility (i.e., passengers).

**5.6. Concession Proposal.** The Concession Proposal will be one of the primary determining factors in selecting the successful Proposer. For reference purposes, the current Concession Structure is provided as Attachment #2 hereto. Proposers shall submit a concession proposal for each of the following component categories:

- 5.6.1. Food and Non-Alcoholic Beverage. Provide the proposed percentage of sales from all locations including events and catering that will be contributed to the Authority as Concession Rent. Proposals offering less than 9% of total sales as Concession Rent will be considered non-responsive. Proposers may tier the Concession Rent structure based on total sales of for this category; however, the minimum Concession Rent for any level of sales remains 9%. For example (9% for the first \$500,000 in total category sales and 10% for the second \$500,000 in total category sales).
- 5.6.2. Alcoholic Beverage. Provide the proposed percentage of sales from all locations including events and catering that will be contributed to the Authority as Concession Rent. Proposals offering less than 10% of total sales as Concession Rent will be considered non-responsive. Proposers may tier the Concession Rent structure based on total sales of for this category; however, the minimum Concession Rent for any level of sales remains 10%.
- 5.6.3. News, Gift and Retail. Provide the proposed percentage of sales that will be contributed to the Authority as Concession Rent. Proposals offering less than 10% of total sales as Concession Rent will be considered non-responsive. Proposers may tier the Concession Rent structure based on total sales of for this category; however, the minimum Concession Rent for any level of sales remains 10%.

5.6.4. Vending Machine Sales. Provide the proposed percentage of sales that will be contributed to the Authority as Concession Rent. Proposals offering less than 10% of total sales as Concession Rent will be considered non-responsive. Proposers may tier the Concession Rent structure based on total sales of for this category; however, the minimum Concession Rent for any level of sales remains 10%.

**5.7. Proformas.** Proposals shall contain proforma estimates for the fifteen-year contract period by concession location. Events and Catering shall be represented as its own line item in the proforma. Estimated Total Sales, the proposed Concession Rent listed in Section 5.6 and estimated payments to the Authority shall be included on an annual basis. These proformas shall be provided in a Microsoft Excel format.

**5.8. Minimum Annual Guarantee.** Proposals shall contain a proposed Minimum Annual Guaranteed payment to the Authority for each year of the fifteen year contract period. This payment will be contained in the contract and will be the minimum rent that the Proposer shall pay to the Authority during years in which the Proposer operates concessions at the airport, regardless of sales from each of the concession locations. Such Minimum Annual Guarantees shall be paid in equal monthly amounts during the contract period. At the end of each year the successful proposer will compare the Concession Rent payments determined in Section 5.6 to the total Minimum Annual Guarantee and the greater of the two amounts shall be the rent due to the Authority for the given year.

Should airport boardings fall more than 20% from the proceeding contract year in any given contract year, the Minimum Annual Guarantee shall be reduced the same percentage for that fiscal year.

## 6. Submittal Evaluation

The Authority plans to evaluate each submittal received according to the following process:

6.1.1. Responsiveness. Does the proposal provide the required information requested. Does it follow the requested format.

6.1.2. Minimum Requirements. Does the Proposer meet the qualifications described in Section 5.5.

6.1.3. Proposal Evaluation. Responsive and qualified proposals will be evaluated based on the material submitted in response to sections 5.1 to 5.6. The Authority intends to rank and score the proposals based on this criteria. The Authority currently anticipates interviewing several of the top Proposers and making the final decision based on the proposal and interview.

6.1.4. The Authority reserves the right to reject any and all proposals, waive any formalities, award multiple agreements to more than one Proposer, to waive any irregularities in the process, to negotiate with any proposers, and to accept any proposal considered to be in the best interest of the Authority.

6.1.5. The Authority will make its own determination of the best value of each proposal based on the operating concept, experience of the proposed operator and the overall compensation to the Authority. Although it will be a primary factor in determining the successful bidder, the Authority is under no obligation to accept the proposal offering the highest proposed percentage rent or minimum annual guaranteed rent.

- 6.1.6. The Authority will not be obligated to respond to any submitted proposal, and will not be legally bound in any manner by the receipt of a proposal.

## **VI. TERMS AND CONDITIONS**

- 7.1. Proposers shall direct all questions regarding this RFP via email to:

Lara Tait  
Great Falls International Airport Authority  
[lara@flygtf.com](mailto:lara@flygtf.com)

**All questions must be received no later than May 21, 2018.** Responses will be sent via email to all known recipients of this RFP.

- 7.2. All costs incurred by Proposers in preparing responses to this RFP (including costs associated with interviews, if any) are the responsibility of Proposers and shall not be reimbursed by the Authority. The Authority is not responsible for any costs incurred by Proposers.
- 7.3. All responses and supplementary material will become the property of the Authority and is most likely subject to Montana public disclosure laws. Proposers claiming a statutory exception must place all confidential documents in a sealed envelope clearly marked “Confidential” and must indicate on the outside of that envelope and in the transmittal letter that confidential materials are included. The Proposer must also specify what statutory exceptions apply. Prices and rents are not to be considered confidential information. If the Authority does not agree with the Proposer’s determination of confidential material, the Authority will notify the Proposer. This provision does not guarantee the Authority’s ability to protect any materials from public disclosure requirements as determined by the appropriate authorities.
- 7.4. The Authority shall not pay any fees, expenses or commissions to brokers or Proposer’s agents as a result of this RFP. By submitting a response to this RFP, the Proposer agrees to hold the Authority harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.
- 7.5. The data and information in this RFP and any addendum that may be issued, is provided to assist prospective bidders in preparing their responses. Proposers should satisfy themselves by personal investigation or such other means as they may deem necessary or advisable as to the conditions affecting the available locations and prospective business in the terminal building.
- 7.6. The RFP and any response thereto does not constitute a contract or obligation between the Authority and any entity or individual, or a commitment by the Authority to accept concession services from any entity or individual.
- 7.7. Any lease agreement resulting from this RFP must be approved by the Great Falls International Airport Authority Board at their sole discretion.
- 7.8. By submitting and affixing a signature to a proposal, the Proposer attests that the information submitted to the Authority is true, correct and accurate. The Proposer also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided could be deemed non-responsive and may cause the Proposer to be disqualified from consideration.

**7.9.** The Governing Law for any and all agreements resulting from this RFP shall be those of the State of Montana and venue for any legal action under any resulting agreements shall be Cascade County, Montana.



# ATTACHMENTS

Attachment #1

**PROPOSAL SUBMISSION CHECKLIST**

(Refer also to Section IV. "Proposal Contents")

The following information and documents must be submitted in the order noted below as part of the sealed proposal for the proposal to be considered responsive:

	<b><u>Attached or Included</u></b>
1. Letter of Submittal	Yes _____ No _____
2. Operating Concept per Location	Yes _____ No _____
3. Capital Improvements	Yes _____ No _____
4. Cost Proposal	Yes _____ No _____
5. Qualifications and Experience	Yes _____ No _____
6. Concession Proposal	Yes _____ No _____
7. Proformas	Yes _____ No _____
8. Minimum Annual Guarantee	Yes _____ No _____

**Submission Due Date: Friday, June 29, 2018 by 1:00 PM MST**

Complete Package: YES \_\_\_\_\_ NO \_\_\_\_\_

**Current Concessionaire Fees:**

**Food, Alcoholic Beverages and Gifts and Newsstand**

Nine percent (9%) on sales of the first \$1 million;

Twelve percent (12%) on sales in excess of \$1 million but less than or equal to \$1.2 million;

Thirteen percent (13%) on sales in excess of \$1.2 million but less than or equal to \$1.5 million; and

Fourteen percent (14%) on sales in excess of \$1.5 million.

**Vending Machines Sales**

Ten percent (10%) of vending receipts other than receipts from gaming devices, plus the sum of \$41 per month

Attachment #3

**ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered non-responsive.

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. \_\_\_\_\_, Dated

Addendum No. \_\_\_\_\_, Dated

Addendum No. \_\_\_\_\_, Dated

Company Name of Proposer: \_\_\_\_\_

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

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

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

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

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_