## GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY

Instructions to Bidders, Bid Proposals Form, Qualification Requirement and General Contract Terms and Conditions For Four Rental Car Concessions At the Terminal Building of the Great Falls International Airport

## **SCHEDULE**

August 30, 2024	RFP Released
September 13, 2024 @ 10:00 AM	Pre-Bid Meeting
	(Conference line will be available)
September 20, 2024 by 5:00 PM	Questions Due
September 27, 2024	Answers Due
October 18, 2024 by 11:00 AM	Proposals Due
October 29, 2024	Board Meeting for Approval

## **INSTRUCTIONS**

1. <u>Advertisement.</u> An advertisement for bid proposals for four (4) rental car concessions within the terminal of the Great Falls International Airport, Great Falls, Montana, will appear on the AAAE site and <u>www.flygtf.com</u> page.

2. <u>Bid Proposal.</u> Sealed bid proposals, endorsed "BID PROPOSAL FOR A RENTAL CAR CONCESSION, GREAT FALLS INTERNATIONAL AIRPORT" must be received at the Administration Office of the Airport, Great Falls International Airport Authority, 2800 Terminal Drive, Great Falls, Montana, 59404, until and no later than 11:00 A.M., October 18, 2024. Thereafter all bids will be publicly opened. Bid proposals and all accompanying documents shall become the property of the Authority and shall not be returned, except as hereinafter indicated.

3. <u>Opening of Bids.</u> At the time and place set for the opening and reading of bids, each and every bid received prior to the scheduled closing time for receipt of bids will be publicly opened and Appendix B, Bid Proposal, will be read aloud. Appendix C, Qualification Form, shall not be read publicly. Any bids received after the scheduled time for receipt of bids will be returned to the bidder unopened.

4. Check or Bid Bond. Each bid shall be accompanied by a bid bond, or certified or cashier's check on a solvent bank, made payable to the Great Falls International Airport Authority in the amount of \$4,000.00. The said bond or check shall be forfeited and surrendered to the Great Falls International Airport Authority as an agreed amount of liquidated damages in case of failure of a successful bidder to enter into a concession agreement as required herein. Check and bonds of unsuccessful bidders will be returned by mail within ten (10) days after the successful bidder has completely qualified by executing and delivering the required agreement and otherwise fulfilling the requirements set forth in the Form of Bid Proposal, but in no event later than sixty (60) days after the bid opening. Upon fulfilling the bid requirements and execution of a concession agreement by the successful bidder, the bond or check of said bidder shall be returned by the Authority.

5. <u>Form of Proposal</u>. Every proposal must be made upon the blank form of Bid Proposal attached hereto as Appendix B and must contain the full name of the firm or corporation interested in the bid proposal.

6. <u>Signature of Bidder</u>. The firm, corporate or individual name of the bidder must be signed in ink by the bidder in the space provided for the signature on the bid proposal blank.

In the case of a corporation, the title of the officer signing must be stated, and must be thereunto duly authorized. In the case of a partnership, the signature of a duly authorized general partner must follow partnership firm name, using the term "general partner". In the case of an individual, the term "doing business as \_\_\_\_\_\_\_', or "sole proprietor", must be used. In the case of a Limited Liability Company (LLC), the term "managing partner or authorized officer" must be used.

7. Evidence of Ability to offer a High Standard of Service. Bidders must present evidence that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the conditions of the agreement, which will ensure that a high standard of service is afforded the traveling public at the Great Falls International Airport. To provide the Great Falls International Airport Authority with information on this point, bidders must submit, as a part of this proposal, information set forth in the questionnaire attached hereto as Appendix C (Qualification Form for the Rental Car Concession at the Great Falls International Airport.) The Authority reserves the right to reject any bid applicant, which in the Authority's sole opinion does not have adequate qualification. FAILURE TO INCLUDE THIS QUESTIONNAIRE WITH ALL QUESTIONS COMPLETELY ANSWERED MAY BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER.

8. <u>Other Requirements for Bid Proposal</u>. The bidder shall also submit an Affidavit, Appendix A, identifying the individual, partnership, LLC, or corporation submitting the bid; stating that neither he/she/its nor his/her/their agents, nor any other party for him/her/its or on his/her/its or its behalf, has sought by agreement to fix the bid price of bidder or other bidder; that all statements contained in the bid are true; and that bidder has not communicated his/her/its bid with others. The foregoing prohibition does not apply between a Franchisee and Franchiser or Licensee and Licensor.

9. <u>General Terms and Conditions to be a Part of Agreement</u>. There is included, as a part of these bid specifications, a sample agreement (Appendix D) which substantially represents the General Terms and Conditions to be included in the concession agreement which will be entered into between the successful bidder and the Authority.

10.<u>Minimum Annual Guarantee to Authority.</u> A minimum annual guarantee for each of the five years of the term of the concession agreement shall be specified by the bidder in Appendix B. The minimum annual guarantee may be identical for each of the five years of the concession agreement or bidders may vary the minimum annual guarantee to take into account an expected increase in revenue over the period, however, a proposal decreasing the minimum annual guarantee during the term of the concession agreement shall not be acceptable.

11.<u>Percentage of Gross Revenue to the Authority</u>. For the term of the agreement, each successful bidder will be required to pay the Authority ten percent (10%) of all annual gross revenue or its minimum annual guaranteed bid, whichever is greater.

12.<u>Performance Bond</u>. At the time of the execution of the concession agreement, the concessionaire shall execute, deliver to the Great Falls International Airport Authority and maintain at all times during the term of the agreement a satisfactory performance bond with an approved and solvent corporate surety in the sum equal to one-half (1/2) of the first year's minimum annual guarantee promised by Concessionaire in order to guarantee faithful performance of the provisions of the agreement. The bond shall be renewed January 1 of each year during the term of the concession agreement in an amount equal to one-half (1/2) of the ensuing year's minimum annual guarantee.

13.<u>Withdrawal of Bid</u>. No bid proposal may be withdrawn for a period of thirty (30) days after the date of the bid opening.

14.<u>Rejection or Acceptance of Bids</u>. Prior to the acceptance or rejection

of any bid, the Great Falls International Airport Authority reserves the right to require submission of additional evidence of qualifications, experience, financial ability, or the ability to provide the required services needed to operate a rental car concession in a manner commensurate with the highest standards of similar operations at modern airport terminals. The Great Falls International Airport Authority reserves the right to reject any or all bids and the right to waive irregularities in the bids.

15.<u>Time of Award</u>. Providing no additional qualification information is required of the four most desirable bidders, the Great Falls International Airport Authority will announce their award of the rental car concessions to the four (4) successful bidders at its next regular meeting following the bid opening.