



THE BEMIDJI REGIONAL AIRPORT AUTHORITY

BEMIDJI REGIONAL AIRPORT

REQUEST FOR PROPOSALS

**Non-Exclusive
Vending Concession**

November/December 2023

**BEMIDJI AIRPORT AUTHORITY
BEMIDJI REGIONAL AIRPORT
VENDING CONCESSION
REQUEST FOR PROPOSALS**

SECTION ONE - SOLICITATION OF PROPOSALS:

The Bemidji Regional Airport Authority (hereinafter “Authority”) is soliciting proposals from all interested and qualified parties (hereinafter “Proposer(s)”) to operate, manage, and maintain a non-exclusive Vending Concession at the Bemidji Regional Airport (hereinafter “Airport”) located at 3824 Moberg Dr NW, Bemidji, MN 56601. The operation and management by the successful Proposer(s) shall include providing quality products and strong customer service and shall be competently managed by a local manager. The vending will be located in the public and secured areas of the Commercial Passenger Terminal at the Bemidji Regional Airport.

- 1.1. Sealed proposals are due in the Authority administrative offices located at the Bemidji Regional Airport addressed to Kyle Christiansen no later than **December 12th, 2023 at 3:00 PM local time**. Late proposals shall not be considered and will be returned unopened. Proposers are solely responsible for ensuring that proposals are submitted by the date and time indicated. Proposals shall be good for ninety (90) days after Proposal opening.
- 1.2. Pre-proposal Meeting – A non-mandatory pre-proposal meeting is scheduled for **November 28th, 2023 at 1:00 p.m. at the Bemidji Regional Airport in the administrative conference room**. Attendance is strongly encouraged. If potential Proposers cannot attend this meeting, alternative arrangements for a tour should be made prior to this date. If Proposers do not attend the pre-proposal conference or do not schedule an individual tour, Proposers are solely responsible for adhering to all provisions of the RFP and non-familiarity with the premises will not be considered a valid reason for non-compliance. All questions and clarification requests received in writing prior to this pre-proposal conference and resulting from the tour will be due to kyle.christiansen@bemidjiairport.org no later than November 30th, 2023 by 3:00 PM local time. Responses will be provided electronically to all attendees and Potential Proposers who arrange a separate tour on or before December 7th at 3:00PM local time. Questions and responses will be transmitted electronically to those participating in the meetings. Potential Proposers should include an e-mail address and contact information with their questions and requests for clarification.

SECTION TWO – INSTRUCTIONS:

- 2.1. **Three (3) original and a copy on a USB Flash Drive** of the proposal must be submitted in a sealed envelope/package clearly marked with Proposer’s name and the words “PROPOSAL VENDING - DO NOT OPEN”. Proposals shall be submitted to:

Kyle Christiansen
Director of Operations
Bemidji Regional Airport Authority
3824 Moberg Dr NW
Bemidji, MN 56601

- 2.2. Proposals must be submitted in such a manner as to make them complete and free of ambiguity, without alterations or erasures. In the event of a discrepancy between the dollar

amount written and that given in figures on any portion of a proposal, the amount in writing will be considered the proposal.

- 2.3. Each proposal must be typewritten or legible and must include all required information on a standard 8 ½" x 11" page format and accompanied by a cover letter on Proposer's letterhead.
- 2.4. Each proposal must be bound and organized into the sections outlined below:

Cover Letter

Form A – General Information Questionnaire

Form B – Qualification Statements

Form C – References

Form D – Non Collusion Affidavit

Form E – Insurance

Form F – Signature Page

Form G – Equipment, Products and Pricing

Exhibit A – Proposed Vending Layout for the Concession Area at Bemidji Airport

Exhibit B – A Complete Product List and Pricing Schedule for Implementation

- 2.5. Additional data, exhibits, renderings, and explanations may be included should Proposer deem them important to the evaluation of its proposal by the Authority.
- 2.6. It is the intention of the Authority to accept proposals in the manner described in this document, and after review and coordinating discussions with the successful Proposer, to recommend to the Authority Board to award an Agreement to the Proposer(s) that best serves the requirements set forth in this document.
- 2.7. The selection of the proposal will be by electronic Notice of Award, specifically indicating selection. Unsuccessful proposers will also be notified electronically of the award.
- 2.8. At any time after the receipt of proposals, the Airport may give oral or written notice to any Proposer to furnish additional information, either in writing and/or in a verbal presentation, to representatives of the Airport relating to its qualifications to perform the obligations imposed by the project including, but not limited to, information which may be required to supplement that which is required herein to be submitted with the proposal. Additional requested information shall be furnished within the time frame specified by the Authority. The Authority reserves the right to consider such additional information obtained from Proposer. The giving of the aforesaid notice to Proposer shall not be construed as an acceptance of said Proposer's proposal.
- 2.9. The Authority may obtain and consider additional information obtained from sources other than Proposer in its evaluation and selection process.
- 2.10. Proposals may be withdrawn until the proposal due date and time specified in Section 1.1, at which time the proposal shall be deemed irrevocable by Proposer.
- 2.11. It is the intent of the Authority to fully evaluate all conforming proposals received by the deadline and to select the proposal it considers is in its best interest. If a proposal does not comply with the conditions specified herein, it may be rejected without further consideration.

These restrictions are not intended to impede proposal preparation; rather, they will provide uniformity in the responses to this Request for Proposals (hereinafter “RFP”).

2.12. Comments or questions in accordance with this RFP should be directed in writing to:

Kyle Christiansen
Director of Operations
Kyle.christiansen@bemidjiairport.org
218-444-2438
3824 Moberg Dr NW
Bemidji, MN 56601

SECTION THREE - SCOPE:

3.1 Term

The Authority desires to enter into a **three (3) year concession agreement commencing no earlier than December 18th, 2023 with one (1) additional two (2) year Option Term** to be exercised at the sole discretion of the Authority. The Authority desires to enter into an agreement with the successful Proposer that offers the most comprehensive and competitive offerings for the tenants, visitors, and travelers at the Airport. Proposers shall outline an implementation and operational program on how it intends to prepare for and operate the concession if awarded the contract.

3.2 Premises and Authority Provided Equipment

The concession footprint included in this RFP is identified on Exhibit A (hereinafter “Premises”). The successful Proposer will have the non-exclusive right to offer vending products as approved by the Authority on the Premises. The Premises will be provided to Proposers “as is where is”. Any modifications to the Premises will be at the sole cost of the successful Proposer(s) and will require the prior written approval of the Executive Director (hereinafter “Executive Director”). All equipment required to operate the concession will be the sole responsibility and cost of the Proposer and the Proposer will have sole responsibility for the maintenance, repair, and replacement of the equipment.

3.5 Operations/Management Plan

Each Proposer must submit complete responses addressing all the following information with regard to how the operations will be managed and operated:

- a. Mode of Operation- Provide a comprehensive description of the planned mode of operation and use of the Premises with emphasis on the type and means of product and services to be provided. Locations of units must be identified in an Exhibit which will become an Exhibit to the Agreement.
- b. Stocking Plan- Provide a stocking plan to include the frequency for replenishment of product. Proposers will be escorted to secure airport areas by an airport official and products will be inspected prior to entry into secured areas.
- c. Equipment & Product Plan- Provide an outline of what food and beverages will be provided as well as what equipment will be used. It is the desire of the Authority to provide both Coke and Pepsi products. For food and

snacks, it is the desire of the Authority to provide as broad a product offering as possible while minimizing the risk of spoilage. There is no other concession operator at the Airport so Proposers are encouraged to provide as broad of a product offering as possible. Proposer shall provide a cut sheet and picture of the equipment to be used with specifications and equipment requirements such as water, sewer, and electricity. Flights from the Airport are to Minneapolis-St. Paul International Airport (MSP) and the vast majority are connecting passengers with limited connection times in MSP.

- d. Refunds. A description of the proposed refund process and timeframe in the event that the equipment does not operate properly.
- e. Start Up Plan. Outline the Proposer's plan for the Premises and the timing for start-up of the operation. The successful Proposer will be responsible for applying for and obtaining any and all licenses and/or permits required to commence operations on the proposed schedule.
- f. Each Proposer shall include in the proposal evidence of its competency to operate the services as detailed in the RFP. In order to be considered qualified to provide the services hereunder; each Proposer must meet the following minimum qualifications:
 - i. Must have successfully managed similar operations for not less than one (1) year. Proposer must identify three (3) references from similar operations.
 - ii. Must be able to provide proof of the skill, experience, and financial resources necessary to manage a vending operation.
 - iii. Proposers must have a local base of operations.

Proposers must have the above minimum qualifications. Proposals submitted by any Proposer that does not have the above minimum qualifications, as determined at the sole discretion of the Authority, will be rejected.

3.6 DISCLAIMER

The Proposer affirms that its proposal will in no way be conditioned upon any predetermined level of aviation activity or visitor activity at the Airport, past, present, or future. In this regard, Proposer has not relied on any representations of the Authority, its officers, employees, agents, or consultants, either orally or in writing, as to the level of business potential at the Airport or of any factors that might bear on such business potential. Proposer's submission shall be based solely on the Proposer's own knowledge of the vending operation and its own estimate of the market potential at the Airport for such an operation.

3.7 RENT/CONCESSION COMMISSIONS

Proposer shall remit to the Authority a concession fee of ten percent (10%) of Gross Sales. Gross revenue shall be defined as all revenue received from purchases less refunds. A written summary of sales by day by machine must be provided monthly.

3.8 PRICING

Prices proposed by Proposers must be identified in detail on their proposal. Prices should be within ten percent (10%) of vending prices for similar hospitality venues in the Bemidji area. The reference venues shall be the Hilton Doubletree Hotel, The Sanford Center, and the Hobson Memorial Union at Bemidji State University.

SECTION FOUR – CERTIFICATIONS AND STATEMENTS:

- 4.1 Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:
 - 4.1.1 That no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;
 - 4.1.2 That, in the construction of any improvements or installation of equipment on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;
 - 4.1.3 That Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 23, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Authority shall have the right to terminate the Agreement. The successful Proposer assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E (“Subpart E”), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Subpart E. Proposer assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart E. Further, Proposer agrees that it will require that its covered sub-organizations provide assurance to the Authority that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.
- 4.2 Proposer shall comply with all Federal, State of Minnesota, Beltrami County, City of Bemidji, and all other applicable codes, laws, rules, regulations, standards, and ordinances, including but not limited to Occupational Safety and Health Administration (OSHA), the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), and all Authority rules, regulations, and orders governing the performance of work.
- 4.3 The successful Proposer shall indemnify, save, hold harmless, and defend the Authority and its officials, agents, contractors, and employees, from and against any fines related to or based upon the violation of any federal, state, municipal, or City laws, statutes, resolutions, or regulations, now in effect or hereafter promulgated, by Proposer, its agents, employees, or successors and assigns, and any claim including a claim for contribution or

indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property, arising out of, resulting from, in conjunction with or incident to Proposer's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy in the Premises or of the Airport. On ten (10) calendar days' written notice from the Authority, the Proposer shall appear and defend all claims and lawsuits against the Authority growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination, or early cancellation of this Agreement.

- 4.4 In submitting a proposal, Proposer declares that the only person or party interested in the proposal as principal are those named in the proposal and that the proposal is made without collusion with any other parties, firms, or corporations. Reasonable grounds for believing that any Proposer has a business or financial interest in more than one proposal in response to this request will cause rejection of all proposals in which such Proposer has interest. If the Authority believes, in its sole discretion, that collusion exists among Proposers, none of the participants in such collusion will be considered responsive and the Proposals rejected.
- 4.5 The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority. The Authority reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to negotiate with the selected Proposer; to waive irregularities and nonconformities; and to make an award not based solely on the proposal most lucrative to the Authority; all as the Authority, in its sole judgment, may deem to be in the Authority's best interest. If the selected Proposer refuses to enter into an Agreement with the Authority, the Authority reserves the right to accept the proposal of any other qualified Proposer without re-advertising and terminate discussions with the highest ranked proposer.
- 4.6 **TENNESSEN WARNING.** Persons who supply data about themselves in response to this RFP are entitled to know the following information under the Minnesota Government Data Practices Act:
- 4.6.1 the information requested will be used to evaluate the Proposer's qualifications;
 - 4.6.2 the Proposer is not legally required to supply this information;
 - 4.6.3 failure to supply information may result in a determination by the Authority that the proposal is non-responsive; and
 - 4.6.4 the public may be authorized to access information that is not classified by law as private, confidential, or non-public data.
- 4.7 This document shall in no manner be construed as a commitment on the part of the Authority to award a contract, to pay any cost incurred in the preparation of proposals to this request, or to procure or contract for any services.
- 4.8 Nothing indicated verbally by the Authority, its officers, employees, agents, or consultants, will contradict or override anything in this document. If a Proposer feels they have been told anything that is inconsistent with the information contained in this document, it will not

be considered valid unless and until confirmation is received in writing from the Authority. Should there be any doubt as to the meaning or content of these proposal documents, Proposer shall at once, notify the Authority designee identified in this RFP in writing.

- 4.9 Corrections, changes or clarifications, if required, will be made in written addenda to all parties who attended the pre-proposal meeting, set up a separate tour of the Premises in the timeframe identified, or potential Proposers who declare in writing their intention to submit a proposal, as appropriate on or before the pre-proposal conference date and time. The Authority will not be responsible for any other instructions, interpretations, or explanations other than what is submitted as part of the RFP and any written addenda. Any written addenda to the proposal documents issued by the Authority prior to the proposal acceptance deadline will be considered a part of the RFP.
- 4.10 The submission of a proposal shall be considered evidence that Proposer has: (1) investigated all conditions related to the requested service herein described; (2) ascertained that the Premises and all conditions are as specified; and (3) has reviewed all RFP documents and addenda, if applicable. No claim for adjustment of the provisions of the RFP or any subsequent Agreement to be awarded shall be honored on the grounds that Proposers were not fully informed of existing conditions.
- 4.11 The successful Proposer shall maintain compliance with all regulatory measures (i.e. Airport Rules and Regulations, City, State of Minnesota, and Federal programs, laws etc.).

SECTION FIVE – EVALUATION CRITERIA:

Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, capabilities, service offerings, customer experience, pricing, and references may be overriding factors in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards which measure how well a Proposer’s approach meets the desired requirements and needs of the users. A selection committee will review the Proposals and make a recommendation to the Authority Board on the best overall proposal. The selection committee will consider the following factors and their coinciding weight:

| | | |
|-------------------------------------|-----------|---|
| BUSINESS QUALIFICATIONS AND PRICING | 50 Points | Proposer’s successful experience providing food and beverage programs at similar venues and proposed pricing. |
| PRODUCTS AND EQUIPMENT PROPOSED | 50 Points | Proposer’s proposed plan of products to offer, equipment planned to use in operation, and operations/stocking plan. |

Total: 100 Points

MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS

Proposals must be made in accordance with the conditions described above and include the following information and documents (*Forms A – G, Exhibits A*) to be considered a valid proposal for review. Statements must be complete, accurate, in the requested form and must be signed by an authorized officer of Proposer.

If all information requested by the following forms/questionnaires cannot be adequately answered using the space provided, use additional sheets of paper. Be sure to provide adequate reference to the location of additional pages if other than immediately adjacent to the location of the question.

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS, PROPOSER AUTHORIZES THE BEMIDJI REGIONAL AUTHORITY TO MAKE ANY INQUIRIES NECESSARY TO DETERMINE THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED. PROPOSER FURTHER REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. FAILURE TO PROVIDE THE REQUESTED INFORMATION, INCOMPLETE INFORMATION, MISSTATEMENTS, OR INACCURATE INFORMATION MAY RESULT IN THE REJECTION OF THE PROPOSAL.

FORM A
GENERAL INFORMATION QUESTIONNAIRE

NAME OF FIRM: _____
(EXACTLY AS IT WOULD APPEAR ON AGREEMENT)

PRINCIPAL OFFICE ADDRESS: _____

PRIMARY CONTACT

NAME: _____
POSITION: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

ALTERNATE CONTACT

CONTACT NAME: _____
POSITION: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

**FORM B
QUALIFICATION STATEMENTS**

EXPERIENCE

Proposer has operated vending concessions at the following locations:

LOCATION #1

DATES: _____
LOCATION: _____
CONTACT'S NAME: _____
CONTACT'S PHONE: _____

LOCATION #2

DATES: _____
LOCATION: _____
CONTACT'S NAME: _____
CONTACT'S PHONE: _____

LOCATION #3

DATES: _____
LOCATION: _____
CONTACT'S NAME: _____
CONTACT'S PHONE: _____

Proposer's Operating Name

Proposer has operated under its current name since _____, a period of _____ years, and Proposer (if such be the case) formerly operated under the name _____.

Proposer has provided similar services as requested in this RFP for _____ years.

Current Litigation*

The Proposer **is** **is not** currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

(Use additional sheet(s) to explain circumstances if necessary.)

**FORM C
REFERENCES**

Proposer submits the following list of persons or firms with whom Proposer has conducted business with during the past three years substantially related to its vending operations, and who may be contacted by the Bemidji Regional Airport Authority. If firms are used, give the name of the firm and/or person whom we may contact.

Business Reference #1

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER: Ph _____ Fax _____

Business Reference #2

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE & FAX NUMBER: Ph _____ Fax _____

Business Reference #3

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE & FAX NUMBER: Ph _____ Fax _____

**FORM D
NON-COLLUSION AFFIDAVIT**

BEMIDJI REGIONAL AIRPORT AUTHORITY
BEMIDJI REGIONAL AIRPORT

REQUEST FOR PROPOSALS –VENDING CONCESSION
BEMIDJI, MINNESOTA

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

The undersigned Proposer or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting, nor to prevent any person from submitting a proposal, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposals in any way or manner what so ever.

PROPOSER OR AGENT

For _____
FIRM OR CORPORATION

Date: _____

FORM E
INSURANCE

CERTIFICATE OF INSURANCE

INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with a company approved by the Authority; and shall provide for the following; Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

The “Bemidji Regional Airport Authority” shall be named as Additional Insureds under the Public Liability, Excess/Umbrella Liability,* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the Authority. Contractor shall also provide evidence of Statutory Minnesota Worker’s Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30 calendar days notice of cancellation, non-renewal or material change provisions included. The Authority do not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor’s interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the Authority without fail not less than thirty (30) calendar days prior to any cancellation, non-renewal or modification of the policy or coverage’s evidenced by said certificate and shall further provide that failure to give such notice to the Authority will render any such change or changes in said policy or coverages ineffective as against the Authority.

The use of an “Accord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre 2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Authority. (See attached examples of Endorsements).

**An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the Authority as additional insureds.*

Complete the following insurance company information:

Firm Name: _____

Address: _____

Agent: _____

Phone No: _____

Email: _____

PROPOSER OR AGENT

For _____
FIRM OR CORPORATION

**PROOF OF
INSURANCE MUST
BE PROVIDED
PRIOR TO
CONTRACT
EXECUTION**

**FORM F
SIGNATURE PAGE**

Each individual executing this proposal on behalf of a corporation or business represents and warrants that he/she has been authorized to do so by the Board of Directors or other concerned parties who have an interest in the business.

Each individual executing this proposal certifies with their signature below that the information contained in the proposal is true and accurate to the best of their knowledge and acknowledges that the Authority reserves the right to reject any proposal found to contain fraudulent information.

No proposal shall be accepted which has not been signed in the appropriate space(s) below.

The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority. The Authority reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to negotiate with the selected Proposer; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to waive irregularities and nonconformities, and to make an award not based solely on the proposal most lucrative to the Authority, in its sole judgment. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If successful Proposer refuses to enter into the Agreement, the right is reserved to accept the proposal of any other qualified Proposer without re-advertising.

I affirm that I have read and understand all the provisions set forth in this RFP invitation. I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Our firm will comply with all provisions and conditions as specified. All requested information has been submitted as requested.

BUSINESS OR CORPORATION NAME

BY: _____

TITLE: _____

DATE: _____

Equipment, Products and Pricing List

Exhibit A

Vending Concession Area

