

REQUEST FOR PROPOSALS (RFP)

MONTROSE REGIONAL AIRPORT RESTAURANT CONCESSIONS

Montrose County is accepting sealed proposals from qualified firms for the management and operation of year-round restaurant concessions in the public and post-screening areas of the passenger terminal at Montrose Regional Airport. The County intends to enter into a contract with one (1) firm for a period of five (5) years, with a possible five (5) year extension, for a maximum total term of ten (10) years. The contract is anticipated to begin in late summer, 2018. The deadline for proposal submission is Friday, May 18, 2018, at 3:00 p.m. Mountain Time.

RFP PACKAGE CONTENTS

The complete RFP package Montrose Regional Airport Restaurant Concessions contains the RFP, Attachments 1-4, and Forms A-E. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error, he/she must immediately notify the County and request modification or clarification. Questions must be sent to Susan Wheater, swheater@montrosecounty.net no later than Wednesday, May 2, 2018 at 3:00 PM. Answers to questions of general interest will be posted as an addendum on the Montrose County website (www.montrosecounty.net) no later than Friday, May 4, 2018 at 3:00 PM. Any clarifications or modifications to the RFP will also be posted on the Montrose County website as Addenda. Click the "I Want To" tab, "Apply/Register", "View and Register for Bids", and "Related Documents" at the bottom of the page to locate all Addenda.

GENERAL REQUIREMENTS

To be considered for award, proposers must:

1. Guarantee proposal through contract period and any contract extensions.
2. Meet or exceed minimum requirements outlined in the RFP.
3. Return all documentation requested. Addenda may be issued up to seven (7) calendar days prior to the proposal deadline. Acknowledgment of all addenda must accompany the proposal.
4. Clearly identify, for non-disclosure purposes, any information within the proposal that is proprietary in nature or protected by copyright, trademark, or other intellectual property law.
5. Submit one (1) original proposal (clearly marked Original) and three (3) copies (marked Copy).
6. Seal and mark proposal package exterior: Restaurant Concessions, Due 5/18/18, 3:00 PM. The package exterior shall also bear the name of the proposing firm.
7. Submit the sealed proposal package to Montrose Regional Airport, Attn: Lloyd D. Arnold, Director of Aviation, 2100 Airport Road, Montrose, CO 81401 no later than Friday, May 18, 2018 at 3:00 PM, our clock.

Failure to follow any of items 1-7 above may result in disqualification. Proposers should retain a copy of their proposal for their own records. All proposals become the property of Montrose County and shall not be returned.

OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held Wednesday, April 25, 2018 at 3:00 PM at Montrose Regional Airport Administration, which is located at the north end of the passenger terminal next to the

indoor baggage claim. Airport representatives will be available to answer questions and conduct a tour of the restaurant concession facilities.

Throughout the RFP process, from issuance through award, all communications must be directed to Susan Wheeler, swheater@montrosecounty.net. Communication with other county staff or officials regarding the RFP will be considered a violation of the terms of the RFP and may result in disqualification from award consideration. Questions of general interest will be addressed in an Addendum, posted to the County website, as indicated in the **RFP PACKAGE CONTENTS** section above.

EVALUATION / AWARD OF CONTRACT

Proposals will be recorded, but not publicly opened on Friday, May 18, 2018 at 3:15 PM at Montrose Regional Airport, Administration conference room, 2100 Airport Road, Montrose, CO 81401.

Award shall be made in the best interests of Montrose County. An Evaluation Committee shall recommend contract award to the firm with the highest proposal evaluation, using the following criteria: 1) experience in food and beverage operations; 2) restaurant concept and business plan, and 3) revenue to the County. Experience in food and beverage operations shall be worth 20% of the total score; restaurant concept and business plan, 40%; and revenue to the County, 40%. Revenue to the County is defined as the amount bid for the monthly concession privilege and space rental. See the section **COMPENSATION TO COUNTY**, 1) Concession Privilege and 2) Space Rental for further details.

It is anticipated that award will occur within one (1) month after the proposal deadline, during a public, noticed meeting of the Board of County Commissioners (BOCC). See www.montrosecounty.net for meeting schedules. All proposers will be notified of the decision by mail. Contract documents will be issued upon award and all required documents must be returned within fourteen (14) calendar days.

The Board of County Commissioners may award based on the evaluation criteria outlined in the Request for Proposals. In reviewing the proposals received, the County reserves the right to reject, for any reason whatsoever, any and all proposals, and to waive any informality or irregularity in a proposal. The award of contract may be based on the complete proposal or any component thereof. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a proposal by any proposer does not in any way commit the County to enter into an agreement with that proposer or any proposer.

TIMELINE

Dates are subject to change with notification provided as necessary.

RFP Available on www.montrosecounty.net	Thursday, April 12, 2018, 12:01 AM
Optional Pre-Proposal Conference	Wednesday, April 25, 2018, 3:00 PM
Questions Deadline	Wednesday, May 2, 2018, 3:00 PM
Answers Provided	Friday, May 4, 2018, 3:00 PM
Proposals Due	Friday, May 18, 2018, 3:00 PM
Proposal Recording	Friday, May 18, 2018, 3:15 PM
Contract Award	Wednesday, June 6, 2018
Contract(s) Begin	Wednesday, August 1, 2018, 12:01 AM
Contract(s) End	September 30, 2023, 12:00 AM*

*if renewal option is not exercised

DISADVANTAGED BUSINESS ENTERPRISES

It is Montrose County policy to afford Disadvantaged Business Enterprises (DBE) full competitive opportunities. In accordance with 49 CFR 23, Montrose County shall not discriminate on the basis of race, religion, color, sex, age, or national origin in awarding these contracts. The County has established a DBE plan pursuant to 49 CFR Part 23 Subpart F.

Awarded contracts are subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation regulations 49 CFR Part 26. For this RFP, no specific goals have been identified for DBE participation by owners, operators, agents, or suppliers, but those qualified are encouraged to participate.

RIGHT TO CONSTRUCT NEW FACILITIES

As funding becomes available, the Airport may engage in improvement and/or expansion projects. Montrose County reserves the right to plan, finance, and/or erect new facilities, according to the County's best interests, and may take any action deemed desirable, including leasing new or other available facilities to restaurant or other concessionaires.

BACKGROUND

Montrose Regional Airport is the fastest growing airport in western Colorado. The airport is located one mile north of the City of Montrose, close to business and industrial complexes. Commercial airline service is offered by Allegiant, American, Delta, United and their affiliates. Major cities served include Denver, Atlanta, Charlotte, Chicago, Dallas/Fort Worth, Houston, Los Angeles, Newark, New York La Guardia, Phoenix, Salt Lake City, and San Francisco (see Attachment 1 – Summer and Winter Flight Schedules). Passenger numbers continue to rise annually, as shown on Attachment 2 – Enplanements and Deplanements 2012 - 2017.

The paid parking lot, adjacent to the terminal entrance and public restaurant, offers free parking for the first 30 minutes. The terminal is open daily, 4:00 AM - 10:00 PM, but subject to change according to flight schedules. The terminal, approximately 40,000 square feet, has complimentary Wi-Fi and restaurant space in both public and post-screening areas, in addition to airline ticket counters, ground transportation concessions, rental car concessions and Airport Administration.

The public restaurant space began as a small café and snack bar. In 2015, the snack bar was replaced by a full-service restaurant, which became fully operational in the third quarter of the year.

The post-screening/hold room snack bar was added in 2014 as a pilot program. The program was highly successful, and because of its success – and passenger requests – additional space was provided for specialty coffee and bottled water service from a free-standing kiosk. That service is currently provided by the Concessionaire's approved subcontractor.

Gross revenue for the initial start-up of the hold area was \$130,812. Gross revenues for all three areas combined, as reported by the Concessionaire are as follows:

2015	\$258,622 (approximately 3½ months restaurant operations)
2016	\$716,646
2017	\$764,093

OBJECTIVE

Because the airport is a reflection of the surrounding community, the County desires to contract with a firm capable of creating a pleasant western Colorado dining experience. In addition to passenger traffic, patronage from area residents and businesses provides the opportunity for additional revenue. Gift items, souvenirs, and personal items may also be sold as adjunct products.

The awarded firm must operate the public and post-screening areas with their own employees or with approved partners or subcontractors. The contract term shall be five (5) years, with an extension of five (5) additional years at the County’s sole discretion. It is anticipated that the awarded firm will begin operations under this contract approximately August 1, 2018, when the summer travel season begins to wind down, allowing time to refurbish concession areas, if necessary.

CONCESSION FACILITIES

Please refer to Attachment 3 – Restaurant Concession Floor Plan. The total concession space is approximately 2,705 square feet, divided among 4 locations in the public and post-screening areas. The public concession, located at the north end of the terminal consists of 1,545 square feet indoors and 400 square feet of patio space.

The post-screening space, 730 square feet, consists of the coffee kiosk area, 2 secure cold storage areas, a kitchen, seating area and customer line. The kitchen includes a built-in sink, drain, a wall-mounted tankless water heater, a roll-up door and built-in service counter. Cold storage areas are behind the kitchen and directly accessible from the kitchen. The kiosk, which must be supplied by the Concessionaire, will be located across from the departure gate.

Equipment provided by the County is described below in the **COUNTY RESPONSIBILITIES** section. The Concessionaire shall provide any other items needed for operation. Any high-energy use appliances must be approved by the Director of Aviation in writing in advance of installation, and at the sole discretion of the Airport additional negotiated fees may be included to offset increased energy costs.

COUNTY RESPONSIBILITIES

The County shall provide restaurant concession space as described above.

In addition, the County shall be responsible to provide:

- Electric, gas (heat), and water utilities
- Janitorial and maintenance service to non-restaurant areas within the terminal. Concessionaire will be responsible for these services within its leased space.
- A link from the airport website, www.montroseairport.com to Concessionaire’s website

If the Concessionaire so desires, the County will furnish the following restaurant equipment for the Concessionaire’s use throughout the contract term:

- 1 Ice Machine
- 1 Range with Range Hood

- 1 Microwave Oven
- 2 Fryers
- 1 4' Stainless Steel Serving Table
- 1 6' Stainless Steel Food Prep Table
- 1 Sink with 3 Compartments
- 2 Hand Sinks
- Several Wire Racks
- Fire Suppression System

CONCESSIONAIRE RESPONSIBILITIES

The Concessionaire(s) shall:

- Have all permits and licenses required to prepare and sell food and beverages. If liquor is to be served, Concessionaire(s) must have all applicable liquor license(s).
- Be authorized to represent brands/items sold
- Provide a variety of hot and cold food and beverages, including breakfast, lunch and dinner items, for both adults and children
- Maintain hours of operation consistent with scheduled flights into and out of the airport, opening at least one (1) hour before the day's first flight and closing no sooner than one (1) hour after the day's last flight.
- With advance notice, maintain at least minimal food operations during periods of flight delays or flight diversions
- Maintain a minimum presence on days with no flights
- Accept a variety of customer payment methods, including but not limited to cash, credit cards, and/or debit cards
- Provide sufficient personnel and ensure efficient, courteous service
- Maintain a clean, sanitary environment at all times. The range and oven must be cleaned and degreased by a professional cleaning service on a quarterly basis or more often, if requested by Airport Management. The oven hood must be professionally cleaned every six (6) months, or more often, if requested by Airport Management. The fire suppression system's filter must be cleaned and the system tested annually by a licensed, professional firm. A copy of the annual inspection report must be provided to Airport Management.
- Provide all food and beverage inventory, and other than items described above in **CONCESSION LOCATIONS AND EQUIPMENT**, all equipment and utensils necessary for operations
- Furnish office and janitorial supplies for restaurant prep area, counters, and tables
- Be willing to enter into a five (5) year agreement, with renewal at the County's lone discretion. Please see Attachment 4 – Sample Agreement for additional terms and conditions.
- Maintain accurate records of sales, which shall be made available to County for enforcing lease obligations during the lease term and for six (6) years after termination
- Allow Director of Aviation or designee to enter at any time for inspection or protection purposes
- Upon award, provide evidence of insurance (see **INSURANCE** section)
- Secure and maintain security badge(s) as needed prior to start of operations
- Comply with all Airport Rules and Regulations, found at www.montroseairport.com, and all applicable City, State, and Federal Rules and Regulations

The awarded Concessionaire(s) may:

- With proper licensing, offer alcoholic beverages. Evidence of applicable license(s) must be provided in advance to Airport Administration for approval.
- Sell souvenir and sundry items, as incidentals
- Provide restaurant website address, for linking from airport website

COMPENSATION TO COUNTY

For the rights and privileges of operating airport restaurant concessions, the Concessionaire(s) shall remit to the County, on a monthly basis, 1) a Concession privilege payment and 2) a space rental payment. Both are described below.

1) Concession Privilege. Monthly payment for operating privileges shall be a minimum of 10% of gross receipts or gross revenue. The terms “gross receipts” and “gross revenue” shall mean the total amount actually charged to the customer by the Concessionaire for, or in connection with, concession services. Proposers shall bid the percentage of gross receipts/gross revenue they are willing to pay on Form A – Bid Information.

The Concession Privilege payment is a monthly obligation with no adjustments or credits issued. Along with monthly payment, a report showing gross revenue or gross receipts and bearing an authorized signature must be included. The Concession Privilege payment may be renegotiated for any renewal periods.

2) Space Rental. Using Form A - Bid Information, proposers must specify the monthly amount bid for space rental. The minimum acceptable amount is \$1.15 per square foot for the 2,675 square feet, or \$3,076.25 per month. The Space Rental payment may be renegotiated for any renewal periods.

ADDITIONAL REQUIREMENTS

Theme(s)/Products/Décor/ Signage. Acknowledging that an attractive environment draws more customers, the County will be flexible in approving concession theme, products, décor and signage, as long as they are in good taste and consistent with Airport standards. It is preferred that the environment reflects Montrose or southwestern Colorado. Souvenir, personal, and gift item sales are encouraged. All items, including menus, signage, products, and decorations must be reviewed and approved by the Director of Aviation in advance. Costs for these items shall be borne by the Concessionaire.

Days/Hours of Operation. Concession operations must be open to the public seven (7) days a week. Hours of operation may vary with flight schedules and passenger demand, but should provide full service for scheduled flight times and at least minimal service during times of delayed, canceled, diverted or “no flight” days. Concessions must open at least one (1) hour before the first flight of the day and close no sooner than one (1) hour after the final flight of the day.

Cleaning and Maintenance. Restaurant facilities and equipment must be kept clean and consistent with Colorado Department of Public Health and Environment standards. In addition to routine cleaning, the range and oven must be cleaned and degreased by a professional cleaning service on a quarterly basis or more often, if requested by Airport Management. The oven hood must be professionally cleaned every six (6) months, or more often, if requested by Airport Management. The fire suppression system shall also be maintained by the Concessionaire. The filter must be cleaned and the system tested annually by a licensed, professional firm. A copy of the annual inspection report must be provided to Airport Management.

Personnel. The awarded firms must provide adequate staffing and supervision of personnel. Officers, agents, employees, suppliers, and representatives must have a clean, professional appearance and visible company identification at all times. All restaurant staff shall wear a uniform and provide prompt,

efficient, and courteous service. A full-time, experienced and licensed manager, or designee, with full authority to represent and act on behalf of the firm must be on site at all times.

SECURITY

In accordance with Transportation Security Administration (TSA) rules, personnel in the post-screening area shall, **at all times**, wear security identification or be accompanied by an individual wearing security identification. Upon award, the Airport will assist the Concessionaire through the badging process. The cost of security badges shall be the responsibility of the Concessionaire.

INSURANCE

Insurance certificate(s) shall be provided with the concession agreement and approved before service begins. Liability insurance shall be kept in force throughout the term of the agreement with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. If liquor is to be served, liquor liability coverage of \$1,000,000 must be in force. **Montrose County must be named as additional insured.** Proof of Workers Compensation coverage meeting the limits of the State of Colorado must also be provided. See the sample agreement (Attachment 4) for further details.

CONTRACT SECURITY

The awarded Concessionaire(s) shall supply \$1,500 cash, bond or letter of credit, in a form approved by the County Attorney as contract security. The security will be placed in a non-interest bearing account and will be returned to the Concessionaire at the end of the contract term, provided all the terms of the contract have been met. The contract security must be received prior to commencement of operations.

PROPOSER QUALIFICATIONS

To qualify for award, proposing firm(s) must have, at a minimum:

- Three (3) years of experience in providing food and beverage services
- No outstanding judgments or bankruptcies within the past three (3) years
- The financial authority and ability to enter into a five (5) year concession agreement
- All applicable operating licenses, including food and beverage preparation and sale licenses, and liquor license(s), if liquor is to be served
- Sufficient number of trained personnel for prompt, courteous service
- Ability to provide and maintain accurate records of receipts/revenue
- Ability to obtain security badges for all employees working in secure/hold area, as required by the Transportation Security Administration (TSA)

SUBMITTALS

Proposals must include:

- 1-2 page cover letter briefing addressing each of the qualifications above
- Form A – Bid Information, along with a sketch of proposed layout(s)
- Form B – Operations
- Form C – Cleaning and Maintenance
- Form D – Acknowledgment
- Form E – Respondent Checklist
- Evidence/copy of applicable licenses, including food and beverage preparation and sale, and if alcohol is to be served, evidence/copy of liquor license or evidence of ability to obtain

- Financial statements, such as corporate income statements, individual tax returns, or other evidence of financial history/stability, for the past three (3) years
- Sample format of gross receipts report
- Acknowledgment of Addendum/Addenda (see **GENERAL REQUIREMENTS**, page 1)

Attachment 1 – Summer and Winter Flight Schedules
Provided as a separate file

Attachment 2 – Enplanements and Deplanements 2012 - 2017
Provided as a separate file

Attachment 3 – Restaurant Concession Floor Plan
Provided as a separate file

Attachment 4 – Sample Agreement
Provided as a separate file

FORM C – CLEANING AND MAINTENANCE

Please list below or attach a list of all cleaning and maintenance tasks to be performed and frequency of performance (hourly, daily, weekly, monthly, semi-annually, annually).

Please provide the name and contact information for the professional firm you intend to use for quarterly range and hood degreasing:

Please provide the name and contact information for the professional firm you intend to use for semi-annual range hood cleaning:

Please provide the name and contact information for the professional firm you intend to use for annual fire suppression testing and filter cleaning:

Have you ever been cited by the Colorado Department of Public Health and Environment for any health violation? _____ Yes _____ No

If yes, please describe the violation, date(s) of occurrence, steps taken to correct the violation(s) and final disposition.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

FORM D – ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Request for Proposals for the Montrose Regional Airport Restaurant Concessions, does hereby offer to perform such services on behalf of the County of Montrose, in the manner described and subject to the terms and conditions set forth in the attached Request for Proposals.

The undersigned gives permission for Montrose County to contact business references provided in this proposal, and any others for whom the undersigned has performed work.

The undersigned further states that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name _____

Address _____

Authorized Representative Signature _____

Print Name & Title _____

Date _____ Phone _____

Email _____

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

FORM E – RESPONDENT CHECKLIST

Please mark each item that is included in your proposal package. All items below must be submitted in order to be considered for award.

- Cover Letter**
- Form A – Bid Information and sketch/photos showing space arrangements**
- Form B – Restaurant Operations**
- Form C – Cleaning and Maintenance**
- Form D – Acknowledgment**
- Form E – Respondent Checklist**
- Evidence/copy of applicable licenses for food and beverage preparation and sale; evidence/copy of liquor license or ability to obtain, if alcohol is to be served.**
- Financial statements, such as corporate income statements, individual tax returns, or other evidence of financial history/stability, for the past three (3) years**
- Sample format of gross receipts report**
- Acknowledgment of Addendum/Addenda**

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL