



STATE OF ALASKA
Department of Transportation and Public Facilities
Statewide Contracting and Procurement
3132 Channel Drive
Juneau, AK 99811

Request For Proposals
RFP 2514H062
ADA-90759
Date of Issue: **July 18, 2014**

**Fairbanks International Airport Food and Beverage
Concession**

The Department of Transportation & Public Facilities (DOT&PF), Fairbanks International Airport (FAI), is soliciting proposals for the non-exclusive right to operate a food and beverage concession at the Fairbanks International Airport.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Neil Steininger
Procurement Officer
Department of Transportation and Public Facilities
Telephone: 907-465-8446
Email: neil.steininger@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one original and five hard copies, in writing, and one electronic copy of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities
Statewide Procurement Office
Attention: Neil Steininger
Request for Proposal (RFP) Number: 2514H062
Project name: FAI Food and Beverage Concession

If Using US Mail:

P.O. Box 112500
Juneau, AK 99811

If Using a Delivery Service:

3132 Channel Drive
Juneau, AK 99811

Proposals must be received no later than 2:00 P.M., Alaska Time on **August 29, 2014**. Faxed, emailed, or oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Neil Steininger – PHONE 907-465-8446 – FAX 907-465-2024

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

Contract: Herein the "contract" refers to the Concession Agreement appended hereto as Attachment 5.

FAI: Fairbanks International Airport

Concessionaire: The term used to describe the successful offeror who enters a contract with the State.

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from award, through June 30, 2020 with one (1) optional three (3) year extension to be exercised at the States discretion, contingent on prior FAA approval.

Unless otherwise provided in this RFP, the State and the successful offeror/concessionaire agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The incumbent concessionaire is on contract and will continue to operate the food and beverage concession operations through November 30, 2014.

The approximate contract schedule is as follows:

- Issue RFP **July 18, 2014**
- Pre-Proposal Conference **August 8, 2014**
- Deadline for Receipt of Proposals **August 29, 2014**
- Proposal Evaluation Committee complete evaluation by **September 5, 2014**
- State of Alaska issues Notice of Intent to Award a Contract **September 8, 2014**
- State of Alaska awards contract **September 18, 2014**
- Turnover Date **September 19, 2014**
- Anticipated turnover of food and beverage space **December 1, 2014**

1.03 Purpose of the RFP

The Department of Transportation & Public Facilities (DOT&PF), Fairbanks International Airport (FAI), is soliciting proposals for the non-exclusive right to operate a food and beverage concession at the Fairbanks International Airport.

1.04 Location of Work

The location(s) the work is to be performed, completed and managed is at the **Fairbanks International Airport (FAI)**.

The State will provide workspace in the form of the 248 square foot Concessionaire Support Space at a cost of \$25 per square foot. Support space includes office, storage, and other premises occupied by the concessionaire for purposes other than Food and Beverage facilities.

By signature on their proposal, the offeror certifies that all services provided under this contract by the concessionaire and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with this requirement, or to obtain a waiver, may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.05 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of

State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.08 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, the Alaska Administrative Code (17 AAC 42), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

1.12 State Not Be Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. Alaska Statute 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality. Claims of confidentiality are nevertheless subject to challenge in court, and the Department may have to produce materials if ordered to do so in accordance with public records principles. Offerors agree to take primary responsibility in defending their claims of confidentiality when, and if, such documents become the subject of public records requests.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the FAI airport manager or designee.

1.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 120 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the concessionaire in default.

Per 17 AAC 42.354 (f) proposers must include in their proposal a signed statement that they are not:

- 1) in violation of a provision of AS 02, 17 AAC 40 in effect before March 28, 2002, 17 AAC 45, or 17 AAC 42;
- 2) in violation of a material term of a contract with the department;
- 3) in arrears on a rental payment or other material financial obligation to the department; or
- 4) in default of a material obligation under any lease, permit, or concession that the department has issued for any property or activity at any airport that the department owns, operates, or otherwise controls.

Failure to include the above signed statements will result in rejection of an offeror's proposal as non-responsive.

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Transportation and Public Facilities reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the concessionaire's place of business that are related to the performance of a contract. If the State makes such an inspection, the concessionaire must provide reasonable assistance.

1.19 Solicitation Advertising

Public notice has been provided in accordance with 17 AAC 42.400.

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.21 Assignment

The concessionaire may not transfer or assign any portion of the contract without prior written approval from the airport manager.

1.22 Protests

Any protest arising out of this RFP will be resolved under the laws of the State of Alaska as set forth in 17 AAC 42.910-920. Claims involving disputes related to the conduct or administration of the Concession Agreement will be resolved as stated in Article XVIII of the Concession Agreement.

1.23 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference

A **mandatory** site visit and pre-proposal conference will take place on August 8, 2014 at the Fairbanks International Airport in Fairbanks, Alaska. The site visit will occur at 1 PM Alaska Time. The pre-proposal conference will occur in the Large Conference Room of FAI at 2 PM Alaska Time. The State **requires** that all potential offerors attend the pre-proposal conference in person. The State will reject a proposal if no representative for the offeror attended the pre-proposal conference. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Site Inspection By State Officials

The State may conduct one or more on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its existing food and beverage operations or supporting facilities. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 17 AAC 42.366 (f).

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the State fails to identify or detect supplemental terms or conditions that conflicts with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The State may conduct discussions with offerors in accordance with 17 AAC 42.366. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Prior Experience

The State considers it very important that the successful offeror have food and beverage management experience. Accordingly, in order for offers to be considered responsive offerors must clearly provide in writing how they meet these minimum prior experience requirements.

1. The offeror must show experience in the operation of food and beverage concessions in at least four (4) of the last six (6) years.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Note that the State will give weight not only to the experience of the offeror but to the experience of those individuals who will be assigned to accomplish the obligations called for in this RFP as indicated by the offerors in their organizational chart submitted under Section 6.06 below.

In addition to the minimum required prior experience offerors must provide clearly identified narrative descriptions describing how they possess the knowledge and experience to:

1. Coordinate the design and build-out of food and beverage space,
2. Operate the quality of food and beverage program that the State desires, and
3. That the offeror's experience can be applied successfully to the airport environment.

An offeror's failure to provide these narrative descriptions will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the State's request.

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute. This is a material requirement of the RFP.

2.12 Formula Used to Convert Cost to Points

The offeror offering the most favorable, i.e. highest, concession fee structure will receive the maximum number of points allocated to cost. The point allocations for cost on the remaining proposals will be determined through the method set out below. In the generic example below, cost is weighted as 20% of the overall total score. The weighting of cost may be different in this particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Percentage Fee to Points

[STEP 1]

Convert proposed percentage fees to dollars using the sample evaluation revenues which have been weighted to reflect historical revenues.

Convert each individual proposed concession fee using the following formula:

$$\text{Evaluation Revenue} - (\text{Concession Fee} \times \text{Evaluation Revenue}) = \text{Evaluated Price}$$

The total evaluated price is the sum of each individual evaluated price. See the example below:

Offeror #1

Item Category	Annual Gross Revenue	Evaluation Revenue	Proposed Concession Fee	Evaluated Price
Food/Non-alcoholic Beverages	Up to 500,000	639,217.89	17%	530,550.85
	500,001-750,000	639,217.89	15%	543,335.21
	750,001 and up	639,217.89	13%	556,119.56
Alcoholic Beverages/Coffee	Up to 500,000	368,080.52	19%	298,145.22
	500,001-750,000	368,080.52	17%	305,506.83
	750,001 and up	368,080.52	15%	312,868.44
Merchandise (upon Airport approval)	Up to 25,000	20,000.00	19%	16,200.00
	25,001-50,000	20,000.00	17%	16,600.00
	50,001 and up	20,000.00	15%	17,000.00
Total Evaluated Price				2,596,326.10

Offeror #2

Item Category	Annual Gross Revenue	Evaluation Revenue	Proposed Concession Fee	Evaluated Price
Food/Non-alcoholic Beverages	Up to 500,000	639,217.89	16%	536,943.03
	500,001-750,000	639,217.89	14%	549,727.39
	750,001 and up	639,217.89	12%	562,511.74
Alcoholic Beverages/Coffee	Up to 500,000	368,080.52	18%	301,826.02
	500,001-750,000	368,080.52	16%	309,187.63
	750,001 and up	368,080.52	14%	316,549.24
Merchandise (upon Airport approval)	Up to 25,000	20,000.00	18%	16,400.00
	25,001-50,000	20,000.00	16%	16,800.00
	50,001 and up	20,000.00	14%	17,200.00
Total Evaluated Price				2,627,145.06

[STEP 2]

Convert cost to points using this formula.

$$\frac{(\text{Evaluated Price of Lowest Cost Proposal} \times \text{Maximum Points for Cost})}{\text{Evaluated Price of Proposal Being Evaluated}} = \text{POINTS}$$

The RFP allotted 20% (20 points) of the total of 100 points for cost.

Offeror #1 receives 20 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$2,596,326.10, receives the maximum number of points allocated to cost, 20 points.

Offeror #2 receives 19.8 points.

$$\frac{\$2,596,326.10 (\text{Lowest Evaluated Price}) \times 20 (\text{Maximum Points})}{\$2,627,145.06 (\text{Offeror \#2 Total Evaluated Price})} = 19.8 \text{ Points}$$

2.13 Application of Preferences

In accordance with CFR Title 49, Part 23, Subpart E, §23.79, Alaska preferences will not apply to this request for proposals for food and beverage concession services for FAI.

2.14 Contract Negotiation

Per 17 AAC 42.366 (h)-(j) after final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be by teleconference or may be held in Fairbanks, Alaska.

If the contract negotiations take place in Fairbanks, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.15 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.16 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.17 Protest

17 AAC 42.393 provides that an interested party may protest the airport manager's intent to award a lease, permit, or concession offered by bid, auction, proposal, or innovative contracting method or the manager's rejection of a bid or proposal in accordance with 17 AAC 42.910.

An interested party is defined in 17 AAC 42.910 (a) as "a person who is adversely affected by a decision of an airport manager under this chapter."

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the airport manager within seven days after the date the Notice of Intent to Award the contract is issued.

Protests must include the following information:

- a. reference to any case, agreement, or application number under which the decision was made;
- b. representative copy of the decision being protested, if written, or, if either the decision was not written or a copy of the decision is not available to the protester, a summary description of the decision;
- c. a detailed statement of the factual and legal basis of the protest, including a statement of the facts alleged to be in dispute and a copy of any relevant documents, and a statement of the remedy requested;
- d. the address of the protester or the protester's representative to whom any notice or decision concerning the protest is to be mailed or delivered;
- e. a reference, by case, agreement, or application number, if applicable, to any other affected agreement, contract, lease, permit, concession, or application.

The protester must mail or deliver a copy of the protest documents filed with the airport manager to any other bidder or proposer, as applicable, at the same time the protester mails or delivers the protest to the manager.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable, as are electronically filed protests that contain a signature so long as the original is mailed on the same date.

The airport manager will issue a written response to the protest. The response will set out the airport manager's decision and contain the basis of the decision within the statutory time limit in 17 AAC 42.910. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

SECTION THREE CONTRACT INFORMATION

3.01 Contract Type

The contract consists of a concession operation at FAI. For complete description of fee provisions and structures, see the attached Concession Agreement.

3.02 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation and Public Facilities, or the Commissioner's designee. Upon written notice to the concessionaire, the State may set a different starting date for the contract. The State will not be responsible for any work done by the concessionaire, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.03 Concession Agreement

The concessionaire will be required to sign and submit the attached Concession Agreement. The concessionaire must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in the Concession Agreement must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the Concession Agreement.

3.05 Additional Terms and Conditions

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review the attached contract, Article XX, Insurance and Indemnification, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Article XX, Insurance and Indemnification must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Guarantee

3.07.1. Bid Bond

Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is ten thousand dollars (\$10,000). If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the State. The time limit for negotiation or delivery of a contract is 14-days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

3.07.2. Performance Guarantee

By the Facility Opening Date, the Concessionaire will submit and maintain in effect a performance guarantee in the amount of fifty seven thousand seven hundred fifty dollars (\$57,750), which equates to approximately fifty percent (50%) of the first year's Annual Guarantee, to guarantee performance of its capital investment obligations set forth in Article XI. The Concessionaire will keep a performance guarantee in at least that amount in effect throughout the term of this Agreement.

Offerors must review the attached Concession Agreement, Article IX Performance Guarantee, for additional details on the performance bond and release of bond.

3.08 Proposed Payment Procedures

Payments are made by the concessionaire to the State. Payment details are discussed in Article VI Fees and Payments of the attached Concession Agreement.

3.09 Contract Personnel

Any change of the Concessionaire's managers, supervisors, or subcontractors named in the proposal must be approved, in advance and in writing, by authorized airport official(s). Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.10 Contract Execution

The concessionaire is responsible for the performance of all obligations set out in the contract. All work is subject to inspection, evaluation, and approval by authorized airport official(s). The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The authorized airport official(s) may instruct the concessionaire to make corrections or modifications if needed in order to accomplish the contract's intent. The concessionaire will not unreasonably withhold such changes.

Substantial failure of the concessionaire to perform the contract may cause the State to terminate the contract and seek damages.

3.11 Termination for Default

Per Article XXI Cancellation by State of the attached concession agreement, in the event of a breach of this Agreement the State may cancel this Agreement and recover possession of the Premises by giving the Concessionaire thirty (30) days advance written, unless the breach is cured within the thirty (30) days.

3.12 Liquidated Damages

The State will include liquidated damages in this agreement to assure performance of all terms of the attached Concession Agreement. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at the minimum annual guarantee (MAG) converted to a daily rate, (MAG / 365) rounded to the nearest dollar. For the first contract term the value of liquidated damages would be three hundred seventeen dollars (\$317) per day. The value of the liquidated damages will adjust with the MAG each year, but will not be lower than \$317 per day. If the concessionaire fails to open one, or both, food and beverage space, the state will begin to collect liquidated damages and will continue to collect them until the concessionaire opens the food and beverage space.

3.13 Contract Invalidation

If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Alaska International Airport System (AIAS) - comprised of Ted Stevens Anchorage and Fairbanks International Airports - is home to over 30 international and domestic airlines providing passenger and cargo service throughout Alaska, the United States, Europe, and Asia. It's also an extraordinary economic engine, serving nearly six million passengers per year and accounting for 1 in 10 and 1 in 20 jobs in Anchorage and Fairbanks, respectively.

Fairbanks, located north of the Alaska Range, serves as the primary hub for Northern Alaska and both airports serve as gateways to Alaska, Denali National Park, and beyond. The current Food and Beverage program at FAI consists of two locations totaling 3,106 SF of food and beverage space and 248 SF of support space, which generates approximately \$1.1 million in annual gross revenues.

SECTION FIVE STATEMENT OF OBJECTIVES

5.01 Statement of Objectives

The Department of Transportation and Public Facilities (DOT&PF), Fairbanks International Airport (FAI), is soliciting proposals from qualified offerors to provide management and operations of the food and beverage program at FAI as described in the sample Concession Agreement made a part of this RFP.

This solicitation does not guarantee or imply that the concessionaire will make a profit.

The State's objectives for this Concession Agreement offering are as follows:

- Top quality food and beverage products and customer service consistent with industry standards and as provided at airports of a similar size.
- Optimize revenue in accordance with traffic demand patterns both in the upper and lower levels of the terminal.
- Concessionaire branded merchandise offerings
- To offer one or more local, regional, or national name brands.
- Optimum utilization of designated terminal space, including food and beverage preparation, serving areas, storage areas, and dining and cocktail lounge space.
- A concessionaire with experience in the food and beverage industry.
- A minimum of \$155,300 in capital investment in the Premises.
- Reasonable fees to the airport commensurate with the objectives listed above.

Details of the concessionaire's obligations are outlined in the sample Concession Agreement, included as Attachment 5 of this RFP. Offerors shall thoroughly familiarize themselves with the requirements of the sample Concession Agreement prior to submitting their proposals.

5.02 Rights Granted, Reservations, and Prohibitions

The concessionaire shall have the non-exclusive right to sell food and beverage items and approved concessionaire-branded merchandise in the upper level of the terminal. The concessionaire shall have the non-exclusive right to sell food and beverage items and concessionaire -branded merchandise and the non-exclusive right to sell news and gift items in the lower level of the terminal. A detailed list of food, beverage, merchandise, news, and gift items to be sold is included in Exhibit E of Attachment 5 – Sample Concession Agreement.

This agreement does not include the right to provide catering services or vending machine services at FAI.

5.03 Premises

The premises will consist of the following:

	Existing Food and Beverage Space:	Support Space:
Upper Terminal (Post-Screening)	1 Location, 2,890 Sq. Ft.	
Lower Terminal (Pre-Screening)	1 Location, 216 Sq. Ft.	1 Location, 248 Sq. Ft.

For additional details of the premises see Exhibit A of Attachment 5 – Sample Concession Agreement.

5.04 Menu Line

The Concessionaire shall provide food, beverage, and merchandise categories per Exhibit E of Attachment 5 – Sample Concession Agreement as described in section 6.04 of this RFP.

5.05 Non-Food Items

Upper Terminal Location:

The Concessionaire may carry concessionaire-branded merchandise with the approval of the airport manager or designee.

Lower Terminal Location:

The Concessionaire may carry concessionaire-branded merchandise with the approval of the airport manager or designee.

At the Lower Terminal location the Concessionaire may carry news and gift items with the approval of the airport manager or designee.

5.06 Construction Investment

A minimum capital investment of \$155,300 (3,106 square feet x \$50.00 per square foot) is required for build-out of the concession facilities for existing food and beverage space, any new food/beverage and retail space throughout the term of the Agreement.

External roof ventilation is allowed.

The concessionaire's investment is defined as including the following items only:

- Directly contracted construction costs with a Contractor;
- Furniture, fixtures, and equipment purchased specifically for use in the facility; and
- Administrative/overhead expenditures (including consulting, architect and engineering fees) not to exceed seven percent (7%) of the total approved cost of the unit project as defined above.

Food and beverage space capital investment designs are due per the schedule in Section 1.02 of this RFP and are contingent on State approval.

5.07 Revenues to the State

The concessionaire shall pay the greater of the monthly prorated Minimum Annual Guarantee or a percentage of the concessionaire's monthly gross revenues as described below. The concessionaire shall also pay additional rent as described below.

5.07.1. Minimum Annual Guarantee (MAG)

The State has established a minimum annual guarantee.

- a) Beginning on the facility opening date, the Minimum Annual Guarantee will be \$115,762.00 for the first year of the Agreement. After the first year of the Agreement, the Annual Guarantee will be adjusted each Agreement year to 85% of the prior Agreement year's payments that would have been due the State if no Annual Guarantee existed, but in no event shall the Annual Guarantee be less than \$115,762.00.
- b) The Annual Guarantee will not be adjusted to reflect a six-month or shorter lease time expansion of a Food and Beverage Concession.
- c) The starting date for payment of the Annual Guarantee for the Food and Beverage Concession Agreement shall be the facility opening date.

5.07.2. Percentage Fees

The concessionaire shall pay the State a percentage of gross revenues based on the types of products sold. The State has established an incentive-based scale on gross revenues for Food, Coffee, Liquor, and Merchandise as shown below. Percentage fees listed below are the minimum fees acceptable to the state. Offerors proposing fees lower than those listed below will be found non-responsive and have their proposals rejected.

Items:	Annual Gross Revenue	Minimum Percentage Fee
Food/Non-Alcoholic Beverages	Below \$500,000	16%
	\$500,000 to \$750,000	14%
	\$750,001 and greater	12%
Alcoholic Beverages/Coffee	Below \$500,000	18%
	\$500,000 to \$750,000	16%
	\$750,001 and greater	14%
Merchandise (upon Airport approval)	Below \$25,000	18%
	\$25,000 to \$50,000	16%
	\$50,001 and greater	14%

Offerors may propose higher percentage fees than those listed.

5.07.3. Additional Rent

In addition, the concessionaire shall pay monthly \$25.00 per square foot per year for concessionaire support space (248 square feet) occupied each month. Support space includes office, storage, and other premises occupied by the concessionaire for purposes other than Food and Beverage facilities. Additional rent will be paid in addition to the minimum annual guarantee or percentage fee.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. Overall clarity, format, organization, spelling, and grammar of proposals will be considered in evaluation and scoring. This criterion is not used to evaluate color, graphics, or other visual techniques except as they may detract from legibility.

Page Limits:

Offeror's proposals shall be subject to page number limits as set forth in the table below:

Volume	Title	Section	Page Limit
One	Management Proposal	6.02 - Introduction	1
		6.03 - Market Knowledge and Marketing Plan	1
		6.04 - Merchandising Concept and Facilities Development Plan	4
		6.05 - Management Plan and Customer Service Plan	2
		6.06 - Experience and Qualifications	2
Two	Transition Plan	6.07 - Transition Plan	5
Three	Fee Proposal	6.08 - Annual Percentage Fee	1

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be shredded. Each page shall be counted except the following:

- blank pages
- title pages
- tables of contents
- lists of tables and drawings
- tabs
- glossaries
- business licenses
- insurance documents
- bonding documents
- sample menus

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to comply with these items or other conditions set forth in 17 AAC 42.369 may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Market Knowledge and Marketing Plan

Offerors must provide comprehensive narrative statements that illustrate their knowledge of the market. Offerors must provide an overview of their marketing plan. Offerors should provide narrative statements describing how they intend to maintain, and increase, the food and beverage concessions revenue.

6.04 Merchandising Concept and Facilities Development Plan

Offerors must provide comprehensive narrative statements that set out their food and beverage merchandising concept. The State of Alaska is committed to developing an innovative food and beverage and retail environment that incorporates the highest level of quality in a unique food and beverage and retail environment. Offerors should provide a sample of their proposed menu plan and pricing.

To assist the Concessionaire in developing a food and beverage and retail concession a sample Food, Beverage, and Merchandise list is provided in Exhibit E to the sample Concession Agreement. Certain food and beverage and merchandise categories (breakfast, lunch, dinner, beverages, branded merchandise items, and so on) are listed, and within those categories examples of the types of food or products that may be offered within those categories. Categories other than those listed may not be submitted with the proposal. The particular products are offered as examples and are not meant to constrain or limit the creativity of the Concessionaire within each approved food and beverage or merchandise category.

Offerors must provide narrative statements and a timeline to describe their proposed construction investment and facilities development plan. Offerors should provide a description of the proposed improvements to the premises, including equipment, trade fixtures, furniture, and a descriptive layout drawing of the food and beverage concession spaces proposed.

Offerors should propose a minimum amount of capital improvement they intend to perform on the food and beverage concession spaces. This amount must not be less than, but may exceed, the amount listed in section 5.06 of this RFP.

6.05 Management Plan and Customer Service Plan

Offerors must provide comprehensive narrative statements that set out the management plan and customer service plan they intend to follow and illustrate how the plan will serve to meet the state's objectives.

Offerors should describe how they intend to meet the needs of customers and the traveling public. Offerors should provide narrative statements describing their specific approach to customer service. Offerors should describe methods of payment accepted.

Offerors should provide proposed staffing and shift coverage plans for each food and beverage concession space. Offerors should provide proposed hours of operation. Offerors should provide specific descriptions of personnel policies and training programs.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the obligations called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component of the RFP.

Offerors should describe in detail their experience in the Food and beverage industry. Offerors should provide narrative demonstrations of the knowledge and experience required to operate the quality of food and beverage service that the State desires.

6.07 Transition Plan

Offerors must submit a proposed transition and start-up plan as a stand-alone document. The plan must describe how the offeror plans to start operations and smoothly transition the food and beverage operations from the incumbent. The plan should contain a schedule and detailed descriptions of how the offeror will handle and anticipated or unanticipated problems that may arise in the transition. Offeror's transition plan should be in accordance with the timeline in Section 1.02 of this RFP.

6.08 Annual Percentage Fee

Offerors must submit one fee proposal in accordance with Attachment 1 – Concession Fee Submittal Form. Fee should not be discussed outside of the separately sealed fee proposal.

The offeror will propose concession fees to be paid by the concessionaire to FAI. Concession fees will be expressed as a percentage of gross revenues. The greater the concession fee proposed the higher the proposal will be ranked on this factor. Offerors proposing fee percentages lower than those listed in Section 5.07.2 will be found non-responsive and have their proposal rejected.

6.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in State contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

7.01 Market Knowledge and Marketing Plan – 15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the airport food and beverage market?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the services the state expects it to provide?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Merchandising Concept and Facilities Development Plan – 25 Percent

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

[a] How clearly has the offeror demonstrated their merchandising concept and facilities development plan?

EVALUATOR'S NOTES _____

[b] How well does the merchandising concept match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the facilities development plan address and achieve the objectives of the airport?

EVALUATOR'S NOTES _____

[d] Has the contractor gone beyond the minimum tasks and construction investment necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan and Customer Service Plan – 15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the Concession Agreement requirements and logically lead to the objectives required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] What is the offeror's plan to capture and retain the market of employees who work in the terminal building?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] How well does the customer service plan address the objectives of the airport?

EVALUATOR'S NOTES _____

[f] How does the offeror address the needs of the customers and traveling public (types of service, payment accepted, standards of service, etc...)?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications – 15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the offeror demonstrated experience in operating profitable food and beverage services?

EVALUATOR'S NOTES _____

[e] Has the offeror provided evidence of previous food and beverage operations?

EVALUATOR'S NOTES _____

[f] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Transition Plan – 5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the offeror's transition and start-up plan?

EVALUATOR'S NOTES _____

[b] To what extent is the offeror's transition schedule practical?

EVALUATOR'S NOTES _____

[c] To what degree does the offeror identify and address potential problems with transition and start-up?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.06 Proposal Quality – 5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] To what degree was the offerors proposal free of major spelling and grammar errors?

EVALUATOR'S NOTES _____

[b] What was the quality of proposal display and presentation; was the proposal clear and concise?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.07 Contract Cost – 20 Percent

Maximum Point Value for this Section - 20 Points
100 Points x 20 Percent = 20 Points

Overall, a minimum of 20 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The highest percentage concession fee proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.12.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Concession Fee Submittal Form
2. Sample Notice of Intent to Award
3. Checklist
4. FAI Enplanement Data by Month
5. Sample Concession Agreement

Exhibts:

- A. Food, Beverage, and Retail Concession
- B. Airport Boundary Map
- C. Certified Activity Report
- D. Food, Beverage, and Retail Facility Opening Dates
- E. Food, Beverage, and Merchandise Lists Concession Program

RFP 2514H062

ATTACHMENT 1 – OFFEROR’S CONCESSION FEE SUBMITTAL FORM

The undersigned (individual, partnership, joint venture, corporation, or limited liability company) offers to enter into the Food and Beverage Concession Agreement for the non-exclusive rights and responsibility for the daily operation and management the Food and Beverage Concessions at the Fairbanks International Airport.

Company Name: _____

Company Address: _____

For the rights and privileges granted under the Agreement, the Concessionaire shall pay to the State the greater of the Minimum Annual Guarantee (85% of the prior year’s payments, but no less than \$115,762) or the proposed Percentage Fee from the total gross revenues it collects during the course of the managing the FAI Food and Beverage Concessions.

Item Category	Annual Gross Revenue	Proposed Concession Fee
Food/Non-alcoholic Beverages	Up to 500,000	%
	500,001-750,000	%
	750,001 and up	%
Alcoholic Beverages/Coffee	Up to 500,000	%
	500,001-750,000	%
	750,001 and up	%
Merchandise (upon Airport approval)	Up to 25,000	%
	25,001-50,000	%
	50,001 and up	%

ATTACHMENT 2 - SAMPLE NOTICE OF INTENT



State Of Alaska
Department of Transportation &
Public Facilities
Statewide Procurement Office
P.O. Box 112500
(3132 Channel Drive, Suite 310)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.: 2514H062 / ADA-90759

RFP DEADLINE: August 29, 2014

RFP SUBJECT: Fairbanks International Airport Food and Beverage Concession

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors

Responsive

Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

ATTACHMENT 3 – CHECKLIST

This checklist is provided to assist both the offeror and the State in identifying the RFP requirements within the proposal. There may be additional requirements beyond those listed on this checklist. Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

Offerors must complete and return this form. Failure to do so may result in the proposal being deemed non-responsive and the proposal rejected. Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

REQUIREMENTS:	Indicate proposal page number(s) where evidence of the requirements has been provided:
Proposal not qualified or restricts the rights of the State per Section 1.11	
Offeror's Certification per Section 1.16	
Signed Statement per 17 AAC 42.354 (f)	
Conflict of Interest Statement per Section 1.17	
Authorized Signature per Section 2.01	
Minimum Prior Experience evidence per Section 2.08	
Vendor Tax ID per Section 2.10	
Alaska Business License per Section 2.11	
The complete name and address of offeror's firm and the name, mailing & email address, and telephone number of the person the state should contact regarding the proposal per Section 6.02	
Market Knowledge and Marketing Plan per Section 6.03	
Merchandising Concept and Facilities Development Plan per Section 6.04	
Management Plan and Customer Service Plan per Section 6.05	
Experience and Qualifications per Section 6.06	
Transition Plan per Section 6.07	
	✓ below
One original and 5 copies, plus one (1) CD-ROM or flash drive of proposal per Section 1.01	<input type="checkbox"/> YES
One (1) copy of Cost Proposal Worksheet in sealed separate envelope per Section 6.08	<input type="checkbox"/> YES

ATTACHMENT 4 – FAI ENPLANEMENT DATA BY MONTH

Fiscal Years 2010 – 2014

	FY14	FY13	FY12	FY11	FY10
July	56,807	57,935	52,019	54,198	52,252
August	56,543	56,668	53,832	53,742	50,500
September	45,978	45,283	45,230	44,985	43,105
October	35,712	33,915	33,996	36,204	35,654
November	30,748	30,909	30,905	30,499	31,291
December	37,428	36,169	35,921	36,844	36,778
January	30,299	30,946	29,447	30,157	28,908
February	32,386	30,457	31,231	29,911	28,955
March	44,297	38,519	37,143	38,461	34,426
April	31,562	29,952	29,746	29,943	29,076
May	38,924	38,411	40,461	37,776	37,363
June	53,635	49,715	48,394	48,027	49,436
TOTAL	494,319	478,879	468,325	470,747	457,744