



# **RAPID CITY REGIONAL AIRPORT**

## **ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)**

### **FOR**

### **On-Airport Rental Car Concession Opportunity**

Sealed proposals will be accepted until 2:00 PM MT, October 24, 2023, by the Rapid City Regional Airport Board (Board), 4550 Terminal Road, Suite 102, Rapid City, SD 57703, for its On-Site Car Rental Concession at the Rapid City Regional Airport in accordance with the conditions stated in the Request for Proposals (RFP) package.

RFP documents may be obtained by accessing the Airport website at [www.rapairport.com/category/projects](http://www.rapairport.com/category/projects). Proposals may be submitted to the above address and are to be marked: "RENTAL CAR CONCESSION OPPORTUNITY".

The Board reserves the right to reject any and all proposals, award multiple contracts to more than one Proposer, to waive any minor irregularities in the process, to negotiate with any Proposers, and to accept the Proposal considered in the best interest of the Board.

The Rapid City Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Since the Rapid City Regional Airport is a nonhub primary airport, it is required to have an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the US Department of Transportation 49 CFR Part 26. All ACDBE firms and small businesses qualifying under this solicitation are encouraged to submit proposals. Additional information on the ACDBE program is available upon request.

Publication Dates:   September 1, 2023  
                              September 2, 2023  
                              September 9, 2023



Rapid City Regional Airport  
4550 Terminal Road, Suite 102  
Rapid City, SD 57703

TO: Prospective Rental Car Concessionaires

FROM: Toni Broom, Deputy Airport Director for Finance/Administration

DATE: September 1, 2023

SUBJECT: Rental Car Concession Opportunity

Thank you for reviewing this Request for Proposals. We appreciate your interest in providing Rental Car Concessions for Rapid City Regional Airport.

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

The *proposed* time schedule as related to this procurement is as follows:

September 1, 2023	RFP Posted on Airport's web site
September 2 & 9, 2023	RFP Advertised
September 18, 2023	2:00 PM MT – Site/Virtual Meeting
October 5, 2023	Final Date for Written Questions
October 12, 2023	Answers to Written Questions Posted on Website
<b>October 24, 2023</b>	<b>Proposals Due</b>
November 14, 2023	Airport Board Notice of Intent to Enter Lease & Concession Agreement
December 19, 2023	Airport Board Public Hearing & Contract Execution
January 1, 2024	Agreement Commencement Date

Please contact me at [toni.broom@rcgov.org](mailto:toni.broom@rcgov.org) if you have any questions regarding this document or the RFP process.

Sincerely,

Toni Broom  
Deputy Airport Director  
for Finance & Administration  
605-791-6794

## **I. INTRODUCTION & GENERAL INFORMATION**

The Rapid City Regional Airport Board (Board) is soliciting Proposals to provide On-Airport Rental Car Concession opportunities through this public RFP process. This RFP provides the opportunity for all interested and qualified Rental Car Concessionaires to submit a Proposal to provide On-Airport Rental Car Concession at the Airport. This document outlines the prerequisites, selection process and documentation necessary to submit a Proposal for the requested services. Please carefully read the entire package before submitting your Proposals. If awarded, the On-Airport Rental Car Concessions will be conducted in accordance with the terms and conditions of an Agreement, which will be substantially similar in form to Exhibit A of this RFP.

The Board reserves the right to accept or reject any or all Proposals, to waive any informalities and irregularities in the Proposal submission process, to extend the date for submittal of responses, to request additional information from any or all Proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to negotiate with any Proposers, to re-solicit or cancel the procurement process, or to accept a Proposal which is considered to be in the best interest of the Board.

Sealed proposals, three (3) originals, and one electronic copy of the proposal on either a compact disk or flash drive together shall be submitted by 2:00 PM, MT, October 24, 2023, and delivered to:

Rapid City Regional Airport  
4550 Terminal Road, Suite 102  
Rapid City, SD 57703

All Proposals will be time-stamped upon receipt and any Proposals received after the time specified above will be returned unopened. In bold lettering, mark the sealed envelope with the following words: **“RENTAL CAR CONCESSION OPPORTUNITY”**. Faxed or emailed copies will not be accepted. All responsive Proposals become the property of the Board and must be provided without cost to the Board. Except as otherwise provided for herein, Proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive.

Proposals shall not be returned unless a written request to withdraw is received prior to 2:00 PM, MT, on October 24, 2023. Information that is considered by a Proposer to be proprietary is still subject to release as a component of an open records request subject to review by the City Attorney. Proprietary information should be clearly marked as “confidential” or “proprietary” on each page on which the information appears. Proposers should not expect the Board to seek confidentiality protection for any claimed privileged or proprietary information in the written Proposal just because the material is marked “confidential” or “proprietary.” For any essential information that the Proposer reasonably believes can be defended as being exempt from disclosure under the Open Records Act, the information must be capable of being separated or redacted from the Proposal, and should be clearly and specifically marked.



This RFP does not obligate the Board to enter into an Agreement or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the Board to negotiate an Agreement with the Proposer(s) it deems most beneficial to the Board.

Any Proposal submitted will be deemed to be valid for a period of up to 90 days following the closing date of the RFP. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, and the intent to enter an Agreement with the Board.

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

During the Proposal evaluation process, the Board may request additional information or clarification from Proposers.

### **Prohibited Entity Certification**

The Proposer must submit a Certification of Prohibited Entity Status (Attachment F) with its proposal that certifies that the Proposer is not a Prohibited Entity as defined in SDCL 5-18A-1(19A), defined as a company or organization which is ultimately owned or controlled by a foreign parent entity or the government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. This Certification shall be provided in a form acceptable to the Board. A Proposer shall provide any information requested by the Board to verify the certification, upon request; however, the Board may rely on the certification without conducting any further investigative research or inquiry.

### **Equal Employment Opportunity**

Rapid City Regional Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

### **Airport Concession Disadvantaged Business Enterprise (ACDBE) Eligibility**

ACDBE firms are encouraged to submit a Proposal. Firms who propose to participate as an ACDBE must meet the experience and economic guidelines as set forth in 49 CFR Part 23 and 26 and should submit their ACDBE Plan and the ACDBE firms that will participate in this program.

### **Prohibition Against Lobbying**

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

### **Questions, Inquiries and Contact with Airport Staff**

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

Toni Broom, Deputy Airport Director for Finance & Administration  
4550 Terminal Road, Suite 102  
Rapid City, SD 57703  
(605) 791-6794  
E-mail: [toni.broom@rcgov.org](mailto:toni.broom@rcgov.org)

The Airport's web site ([www.rapairport.com](http://www.rapairport.com)) contains additional information which is available to assist Proposers in responding to this RFP.

All questions from Proposers must be submitted in writing, electronically, to [toni.broom@rcgov.org](mailto:toni.broom@rcgov.org) by 5:00 PM MT, October 5, 2023. It will be the sole responsibility of the Proposers to ensure questions are submitted in a timely manner. Answers to questions, other clarifications and/or addendums will be posted to the Airport's web site at [www.rapairport.com/category/projects](http://www.rapairport.com/category/projects). It shall be the Proposer's responsibility to monitor the Addendums that may be issued under and as a part of this RFP.

Any Addendums so issued are to be considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Addendum Acknowledgement Form (Attachment C) and included with your Proposal.

### **Pre-Proposal Meeting**

A pre-proposal meeting to discuss this RFP will be held on Monday, September 18, 2023, at 2:00 PM MT. The meeting will be held in the Airport Board Room of the Rapid City Regional Airport terminal building at 4550 Terminal Road, Rapid City, SD 57703. Attendance at the meeting is not mandatory, but is strongly encouraged. Proposers may attend the meeting in person or by teleconference. If you are attending in person, or by teleconference, you must give at least forty-eight (48) hours advance notification to the Airport (Toni Broom 605-394-4195, press 8, then press 2; or [toni.broom@rcgov.org](mailto:toni.broom@rcgov.org)) of persons attending. At the time of such timely notice, teleconference information will be provided. If you are in need of special accommodations, please notify Toni Broom at least 24 hours prior to the meeting so that appropriate auxiliary aids and services are available.



This pre-Proposal briefing will be the only opportunity afforded potential Proposers to discuss, as a group, the scope and requirements of this RFP including the Agreement in Exhibit A.

### **Airport Environment**

It is important for Proposers to note that the Airport environment presents a set of unique challenges which are not typical of an off-airport setting.

- 1) Facilities must be open three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting the fluctuation in seasonal and daily passenger traffic.
- 2) Airport-wide major flight delays are not uncommon. Passenger traffic at the Airport is affected by weather not only here, but in other geographic regions as well.
- 3) The Airport is a non-smoking facility.
- 4) Each Proposer's employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the terminal areas and services; and knowledge of the community.
- 5) The Airport is subject to specific federal security requirements and Proposer employees will be required to abide by all current and future security requirements at all times.
- 6) Requirements for security screening of employees and goods are established by the Transportation Security Administration and may be changed from time to time. Proposer shall be responsible for complying with these requirements and any future requirements.

## **II. REFERENCES, INFORMATION ABOUT THIS RFP AND ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT**

This Section is provided for the purpose of directing Proposers' attention to important specific references and information about this RFP and the Rental Car Agreement. A specimen RENTAL CAR AGREEMENT (referred to herein as the "Agreement") is attached hereto as Exhibit A and is made a part of this RFP.

The Board intends to enter into an Agreement beginning January 1, 2024, for a period of five (5) years, expiring December 31, 2028.

Full and complete details of this RFP, the selection process, and the Agreement, as specimen, are set forth with particularity in relevant sections throughout this RFP and the appendices hereto, or as may be amended by Addendum. Proposers shall assume full responsibility to review and evaluate the entirety of this RFP, the appendices hereto and any Addendum which may be issued, and to become fully informed of the detailed instructions and requirements of this RFP and the future Agreement expectations. Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, the specimen Agreement, and all related documents comprising this RFP and any written Addendum thereto.

It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions prior to submitting a Proposal. The Board makes no representation or warranties and accepts no

responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all proposal matters.

Each Proposer shall judge for itself all conditions and circumstances within this solicitation having relationship to its respective Proposal. Submission of a Proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and Addendum which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addendum shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed.

The purpose of the Agreement is to grant the non-exclusive right and privilege to the selected Proposers to provide On-Airport Rental Car Concessions in the Terminal Building at the Rapid City Regional Airport. The provisions and terms of the Agreement may be revised or adjusted by the Board prior to final execution with opportunity given to the Proposer for review and consideration of said changes should they occur.

Affiliated companies which retain separate nationwide brand identities and in all respects are separate legal entities, shall not be precluded from bidding, so long each such bidder files an Affidavit of Non-Collusion. A single bidder (a single legal entity) which rents vehicles under two separate brand identities may submit a bid and will be permitted to operate at the Airport under both identities, which is sometimes referred to as "dual branding." No single bid will be accepted if it is from more than one legal entity. If an operator utilizes dual branding, it shall not be entitled to any greater rights under an awarded Concession Agreement, including but not limited to any greater counter area, number of parking spaces, signage area or number of signs in the terminal ready/reserve areas. The use of more than two brands by a single bidder shall be prohibited. Each successful respondent, whether an individual brand or a dual-brand, will be entitled to one counter position.

### **Airport Occupancy Costs**

For the Initial Contract Year, Concessionaire shall pay Concession Fees to the Board monthly the greater of the Minimum Annual Guarantee (MAG) as proposed on Attachment E or 11 percent of total Gross Revenues, whichever is greater.

For the second and subsequent Contract Years, the MAG will be an amount equal to the greater of (a) ninety percent (90%) of the aggregate Concession Fees paid by the Concessionaire during the immediately preceding Contract Year, or (b) the Year One MAG, whichever is the greater. In no event shall the MAG for the next ensuing Contract Year be less than the Year One MAG.

All fees shall be paid monthly as set forth in the Agreement.

### **Reporting**

Concessionaire will be required to provide monthly and annual Gross Revenue reports, along with annual ACDBE reports, throughout the term of the Rental Car Agreement as provided in the Agreement.

### **Insurance**

Concessionaire will, at all times during the term of the Agreement, keep in force and effect insurance policies required by the Agreement, issued by a company or companies authorized to do business in South Dakota and satisfactory to the Board. Such insurance shall be primary.

### **III. AIRPORT BACKGROUND**

The Rapid City Regional Airport is owned by the City of Rapid City and governed by a semi-autonomous board which operates the Airport on behalf of the City. The Board is comprised of six mayoral appointees who are confirmed by the Rapid City Common Council. The voluntary appointments serve five-year terms with a maximum of two consecutive terms. The Board is responsible for the general oversight of the Airport with the ability to sign contracts and authorize expenditures needed to operate the Airport.

With nonstop flights to seven major U.S. airports (some seasonally), Rapid City Regional Airport is the gateway to Western South Dakota, the Black Hills and Mt. Rushmore. The Airport is home to 24 businesses with an overall economic impact of over \$283 million annually to Rapid City and surrounding communities.




### **IV. PASSENGER STATISTICS AND AIRLINE INFORMATION**

Annual passenger traffic statistics include both enplaning and deplaning passengers:

<u>Calendar Year</u>	<u>Enplaned Passengers</u>	<u>Deplaned Passengers</u>	<u>Total Passengers</u>
2022	338,458	334,091	672,593
2021	348,269	342,471	690,470
2020	185,592	188,487	374,079
2019	351,096	354,333	705,429
2018	310,810	315,108	625,918

The Airport is currently served by the following airlines and their partners. Current and seasonal departures are listed below. Note that these are subject to change.

<u>AIRLINE</u>	<u>DESTINATIONS</u>	<u>DAILY DEPARTURES</u>
	LAS VEGAS PHOENIX-MESA	1X Daily; Monday, Friday 1X Daily; Monday, Wednesday, Friday
	CHARLOTTE CHICAGO DALLAS/FT. WORTH	2x Daily Sun-Sat (Summer) 1X Daily; Sun-Sat (Summer) 2X Daily; Sunday through Saturday

	MINNEAPOLIS	4-5X Daily; Sunday through Saturday
	MINNEAPOLIS	2X Weekly, Monday & Friday (summer)
	DENVER CHICAGO	4-5X Daily; Sunday through Saturday 1X Daily; Sun-Sat; Summer

## **V. EXISTING ON-AIRPORT RENTAL CAR CONCESSIONS**

Currently there are six On-Airport Rental Car Brands whose agreements with the Airport expire on December 31, 2023. There are four counter positions available with some brands sharing one counter: Enterprise/Alamo, National, Avis/Budget, and Overland West Hertz. The four counters are available with a maximum of eight brands depending on dual branded concessions.

Approximate concession sales over the past five years, as reported by the current companies are shown below. This data is provided for information purposes only and is not intended as a guarantee of past or future business. The Board is not responsible for any inaccuracies or misinterpretations of data, and does not guarantee any minimum level of sales or rate of return to the Selected Proposers.

<b><u>Calendar Year</u></b>	<b><u>Rental Car Concession Gross Revenues</u></b>
2022	\$21,376,087
2021	\$24,354,649
2020	\$10,367,879
2019	\$17,866,993
2018	\$14,550,887

## **VI. GOALS OF THE RENTAL CAR PROGRAM**

The Airport's objective is to enter into Concession Agreements with experienced and financially sound single- or multi-brand rental car companies to provide rental car service concessions at the Airport that will help the Airport meet the following goals:

- High level of customer service by providing on-Airport concessions;
- Multiple rental car brand choices; and
- Maximize revenue to the Airport.

## **VII. SCOPE OF SERVICES**

The Concessionaire will operate a rental car concession on-Airport in accordance with the specimen Agreement attached hereto as Exhibit A.

## **VIII. MINIMUM QUALIFICATIONS**

In order to be considered responsive to this RFP, Proposers must meet the qualifications specified in this Section; these qualifications are considered to be minimum qualifications. At the Board's sole discretion, satisfaction of these minimum Proposer qualifications is subject to investigation and validation. While these minimum Proposer qualifications are subject to investigation and validation to determine responsiveness to this RFP, qualifications submitted will not be evaluated on the basis of or for the purpose of relative rating, ranking, or selection. All Proposer qualifications must be documented on the Proposer Certification Form which is attached hereto as Attachment B.

The minimum Proposer qualifications are as follows:

- 1) Submit a complete Proposal;
- 2) Possess five (5) or more years of continuous experience within the last seven (7) years in the ownership, management, or operation of On-Airport Rental Car concession;
- 3) Be financially capable of performing the Agreement in the sole determination of the Board;
- 4) Provide proof of authorization to conduct business in the State of South Dakota; and
- 5) Provide proof of possessing all applicable licenses, certificates, permits or other authorizations required by all governmental authorities having jurisdiction over Proposer's proposed operation.

Proposers submitting a Proposal to operate a licensed or franchised facility or facilities must independently meet all requirements of the RFP and may not rely on the qualifications of the licensor/franchisor. Additionally, Proposers who are proposing to operate a licensed/franchised facility must provide a letter from the licensor(s)/franchisor(s) granting the rights to operate the license(s)/franchise(s) at the Airport, or stating that the terms of the license/franchise agreement(s) have been agreed upon pending award of the concession space. Upon award of concession, any Proposer proposing a licensed or franchised facility must provide the Board with an executed copy of the license or franchise agreement.

## **IX. SUBMITTAL REQUIREMENTS**

The following information shall be submitted in the Proposal, in the specific order outlined below. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal that best communicates the Proposer's financial offer, qualifications and concession program plans.

- 1) **Executive Summary – Not Required for Incumbent Proposers**  
The executive summary will list important features of the Proposal and must include a statement demonstrating and certifying that the Proposer meets or exceeds the Minimum Qualifications of this RFP. This can be evidenced on the Proposer Certification Form Attachment B. Clearly communicate why you believe your organization would be the best operator for the On-Airport Rental Car program in the Airport.
- 2) **Designated Company Point of Contact for this Solicitation (Attachment A)**

- 3) **Proposer Certification Form (Attachment B)**
- 4) **Addendum Acknowledgement Form (Attachment C)**
- 5) **ACDBE Commitment Acknowledgement Form (Attachment D)**
- 6) **Prohibited Entity Certification (Attachment F)**

7) **Brands**

Proposer shall submit the information in sufficient detail to clearly define the proposed brand(s) that it will operate at the Airport. Only single or dual branded Proposals will be accepted, with a maximum of two brands per proposal. A selected Proposer shall be prohibited from operating at the Airport under a brand other than the brand(s) that it designates in its Proposal. No additional brand can be added to any Proposer's concession agreement during the term of the agreement.

A single legal entity that controls more than one car rental brand may submit more than one Proposal provided that each Proposal is for a different brand or brands.

8) **Financial Offer**

The Proposer's Minimum Annual Guarantee shall be shown on **Attachment E**.

9) **Experience of the Proposer – Not Required for Incumbent Proposers.**

Describe the Proposer's specific experience with the ownership, management or operation of On-Airport Rental Car operations. Proposer's experience description must include (1) a representative list of its On-Airport Rental Car locations, (2) the period of time it has owned, managed or operated each such location and (3) the Gross Revenues at each such location over each of the past seven (7) years. Provide a valid and current reference contact familiar with the Proposer's performance for each representative location. As required in Section X above, please provide a list of contracts where Proposer was terminated including an explanation why and a list of any past bankruptcies.

10) **Describe ownership of the Proposer including franchise or other information.**

This may be evidenced in the form of a statement signed by an appropriate officer of the brand.

11) **Services for Disabled Customers**

Describe your company policy/procedure for assisting disabled passengers.

**X. FINANCIAL SECURITY**

Proposer is expected to have the financial ability to move forward with the work, however, Proposer's financials will not be required as part of the Proposal. Upon inspection of the Proposals, Airport reserves the right to request any and all financial material it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank

statement, copies of account records certified by a CPA or a letter of credit. As part of the Proposal, list any Airport contracts where Proposer was terminated including an explanation why and a list of any past bankruptcies since 2018.

## **XI. EVALUATION OF PROPOSALS**

Proposals will be evaluated by a Selection Committee and selected based on the goals of the Rental Car Program including, but not limited to the amount of Minimum Annual Guarantee proposed. The Committee and/or Board reserves the right to request additional information from Proposers to clarify the meaning of any portion of the Proposal. Finalists may be required to be interviewed by and make presentations to the Selection Committee. Questions and interviews are at the sole discretion and option of the Committee and may not be afforded to any or all Proposer(s). Proposals will be evaluated on the following criterion:

### **Experience of the Proposer – 25%**

Minimum five years continuous service within last 7 years in the ownership, management, or operation of On-Airport Rental Car Concessions. Must have demonstrated experience in providing high level of customer service.

### **Brand – 25%**

Proposed brand must be highly recognized and regarded by the Airport's passenger demographic.

### **Financial Stability of the Proposer/Minimum Annual Guarantee – 50%**

Be financially capable of performing the Agreement in the sole determination of the Board, and best maximizes revenue to the Airport with its Proposed MAG. The Proposer with the highest MAG will also have first choice of the Premises available. The Proposer with the second highest MAG will have second choice of the Premises, and so on until all successful Proposers have selected Premises.

After the Proposals are reviewed and finalist interviews/presentations completed (if necessary), the Selection Committee will make their recommendation to the Airport Board of Directors. After the recommendation is made, the Airport Board will determine which Proposals, if any, will be accepted and which Proposers will be awarded a concession Agreement. The Airport Board reserves the right to accept or reject any committee recommendation. Selected Proposer(s) and the Airport Board must reach a contractual agreement prior to the start of any work for which the City of Rapid City or the Rapid City Regional Airport would be obligated.

## **XII. ALLOCATION OF SPACE**

The Airport will consider grandfathering in counters, ready return parking, and detail bays for incumbents if there are no new Proposers and all incumbents are in agreement. Otherwise, the premises allocations will be as follows:

**Terminal Counter Premises (Exhibit A-1 of Specimen Agreement).** The Selected Proposer with the highest proposed MAG will have first choice of the Terminal Counter Premises and so

on until all Selected Proposers have assigned Premises. There will be no reallocation of Terminal Counter Premises during the term of the Agreement.

**QTA Detail Bay Premises (Exhibit A-3 of Specimen Agreement).** The Selected Proposer with the highest proposed MAG will have first choice of the QTA Detail Bay Premises and so on until all Selected Proposers have assigned Premises. There will be no reallocation of QTA Detail Bays during the term of the Agreement.

**Ready Return Parking Lot Premises (Exhibit A-2 of Specimen Agreement).** There are a total of 347 parking spaces including four (4) near the entrance that are not depicted on Exhibit A-2. Selected Proposer with the highest proposed MAG will have first choice of the Ready Return Parking Lot Premises. Initial parking will be allocated to each company in an amount proportional to the amount of each company's first year MAG. The spaces in the Ready Return Parking Lot will be reallocated during the first quarter of Year Three of the Agreement based on the prior calendar year's market share. This reallocation may be foregone upon agreement of all on-site brands.

**Accessibility.** Per ADA Compliance Directory Section 208 and 502 Parking Spaces, we are required to have one accessible loading/unloading spot or zone in the area closest to the entrance. Therefore, this lot is exempt from having to have accessible parking spaces. One parking spot in this area will be allocated for each counter as there are four total counters. These will be allocated based on the highest MAG as with the other above allocations.

## **PROPOSAL ATTACHMENTS AND RFP EXHIBITS:**

### **Attachments to the Proposal to the Proposal (to be returned with Proposal)**

Attachment A..... Designated Company Point of Contact for this Solicitation  
Attachment B..... Proposer Certification Form  
Attachment C..... Acknowledgement of Addendum  
Attachment D..... Commitment Acknowledgement for ACDBE  
Attachment E..... Financial Consideration  
Attachment F..... Certification of Prohibited Entity Status

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### **RFP Exhibits – For Information Only (Not to be returned with Proposal)**

Exhibit A..... Specimen On-Airport Rental Car Agreement

## ATTACHMENT A

### *To be returned with Proposal*

*Proposer Name:* \_\_\_\_\_

### DESIGNATED COMPANY POINT OF CONTACT FOR THIS SOLICITATION

The person or persons listed below should include those designated by the Proposer as being the authorized company point(s) of contact. The person or persons listed below should be qualified and authorized to provide, or arrange to be provided, any additional information which may be requested, or answer any questions regarding the Proposal submittals.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Mailing/Parcel Delivery

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



## ATTACHMENT B

### *To be returned with Proposal*

*Proposer Name:* \_\_\_\_\_

### PROPOSER CERTIFICATION FORM

The Proposer hereby acknowledges that it has received, examined and is familiar with the Request for Proposals and attached specimen Agreement, documents, forms and addendum.

The Proposer hereby certifies that the Proposer meets or exceeds the Minimum Qualifications of this RFP. Specific qualifications do not need to be listed here. New Proposers/Brands must include a separate attachment detailing qualifications.

The person signing this document hereby certifies that he or she has the full authority to bind the company to all terms and conditions and is duly authorized and designated to execute this Proposal and other documents required pursuant to this solicitation.

Proposer Entity: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: (Typed or printed) \_\_\_\_\_

(Attach additional sheets if needed)

Dated: \_\_\_\_\_



## ATTACHMENT C

### *To be returned with Proposal*

Proposer Name: \_\_\_\_\_

### ACKNOWLEDGMENT OF ADDENDA

This form shall be completed and included in the proposal.

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

The undersigned acknowledges receipt of the following Addenda to the documents:

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

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

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

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

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

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

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

Printed Name & Title: \_\_\_\_\_

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

## ATTACHMENT D

### *To be returned with Proposal*

Proposer Name: \_\_\_\_\_

### COMMITMENT ACKNOWLEDGEMENT FOR ACDBE

Proposers wishing to receive consideration for ACDBE participation shall include in this section the name and address of each ACDBE participant, the participant's proposed level and method of participation in performance of the Concession Lease, and the dollar amount of estimated purchases of goods and services for each ACDBE participant.

Proposer is a SDDOT Certified ACDBE: \_\_\_\_\_ YES \_\_\_\_\_ NO

Please provide the following:

- 1) Names and address of SD certified ACDBE firms and suppliers that will participate in the concession.
- 2) A description of the work that each SD Certified ACDBE will perform.
- 3) The dollar amount of the participation of each SD Certified ACDBE firm participating.

***In order to be considered, the ACDBE must be certified in the State of South Dakota.*** A current list can be found at: <http://www.sddot.com/business/contractors/docs/DBEDirectory.pdf>.

If ACDBE Firms have not yet been identified, please indicate below.

Name & Address of SD Certified ACDBE Firm	Description of Work or Goods & Services to be Purchased	Dollar Amount of Participation



**ATTACHMENT E**  
***To be returned with Proposal***

*Proposer Name:* \_\_\_\_\_

**Financial Consideration**

**PROPOSAL OF MINIMUM ANNUAL GUARANTEE (MAG)**

<b>Minimum MAG</b>	<b>Concession MAG Offer</b>
Year 1 – based on proposal	\$ _____
Year 2 and thereafter – 90% of the Prior Agreement Year’s Concession Fees, or the Year 1 MAG, whichever is greater	

**ATTACHMENT F**  
**CERTIFICATION OF PROHIBITED ENTITY STATUS**

**SDCL 5-18A-51**

SDCL 5-18A-1(19A) defines “Prohibited Entity” as follows:

“[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national;

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of \_\_\_\_\_  
\_\_\_\_\_ (“Proposer”);
2. Check one:  
  
\_\_\_ Proposer is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or  
  
\_\_\_ Proposer is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. *If marking this option, provide the basis for the requested grounds for waiver.*
3. I understand that a Proposer who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Proposer must provide written notice to the Board, who may terminate the contract.
4. I understand that the Rapid City Regional Airport Board has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor Business Name)  
By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

