



SACRAMENTO INTERNATIONAL AIRPORT

# Food & Beverage Terminal B Pre-Security

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November 22, 2024

## **Request for Proposals SMF Pre-Security Food & Beverage 2024**

**PREPARED BY**  
Sacramento County Department of Airports

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## **SECTION 1: INTRODUCTION**

## INTRODUCTION

The Sacramento County Department of Airports (Department) invites qualified food and beverage (F&B) operators to submit proposals to operate a café and bar & restaurant at Sacramento International Airport (Airport) located pre-security within Terminal B. The Department desires to enter into a Food and Beverage Concession Agreement (Agreement) with an operator to remodel, operate, and maintain food and beverage services for Airport customers and employees.

The selected proposer will operate this location with concepts that reflect the region's identity as "America's Farm-to-Fork Capital", while maintaining a Sacramento sense of place with local and/or regional branding, meeting the needs and preferences of customers at fair price points, offering a variety of options, and making the customer feel valued and appreciated. The selected proposer will work in parallel with the Department to uphold its mission and vision of being "the most loved airport" by "putting people at the center of every trip, every experience, every day".

The selected proposer will work quickly to open these spaces to showcase local and regional beverages and dishes, supporting Farm-to-Fork practices and principles utilizing fresh, seasonal, and sustainable ingredients and products. The selected proposer will comply with the County's environmental and sustainability goals, such as reducing waste, energy consumption, and greenhouse gas emissions.

This Request for Proposals (RFP) document provides the project details, requirements, criteria, timeline, and guidelines applicable to the preparation of a complete response.

We look forward to your proposals and working with you on this opportunity.





## MISSION AND VISION

### Mission & Vision

#### **Our Mission:**

To put people at the center of every trip, every experience, every day.

#### **Our Vision:**

To be the most loved airport.

### SMF Values

#### **Start with the Customer**

Our passengers are our top priority and everything we do should help us in delivering an experience that makes them feel at home.

#### **Make Something Better Today**

We refuse to settle for the way things are and see every day as an opportunity to improve.

#### **Collaborate**

We are stronger together. We're able to accomplish more for our customers and each other through shared goals and mutual support.

#### **Be Transparent**

We communicate internally and externally with unwavering candor, honesty, and respect.

#### **Own It**

We are a team of doers. We take pride in what we do and we take responsibility for the opportunities placed before us.



## PRE-SECURITY F&B PROGRAM GOALS

The available pre-security food and beverage concession spaces in Terminal B at the Airport present a unique operating opportunity. Up for lease are two currently vacant spaces that were previously occupied by a café and a bar & restaurant. Each space has its own front of house identity but are connected via back of house operations. The Department is seeking one operator that can successfully open both spaces and deliver high-quality, local food and beverage offerings to serve Airport employees as well as traveling and non-traveling customers.

The Department is focused on achieving the following goals from the pre-security food and beverage locations:

- **Affordable:** These establishments cater primarily to airport employees and individuals dropping off or meeting passengers.
- **Quick:** Airport employees on break, travelers seeking a quick pre-security bite, and other guests will expect expedited service.
- **Healthy and savory:** Guests should enjoy a diverse selection of grab-n-go options, sharable bites and appetizers, breakfast, lunch, and dinner options.
- **Local:** Source high-quality ingredients and beverages from local suppliers when possible, promote seasonal or specialty menu choices, and offer rotating local beer, wine, and cocktail selections.
- **Comfortable:** Guests spending extra time in the café or bar & restaurant should feel welcome, comfortable, and enticed to return.



## TIMELINE

Activity	Date	Time
RFP Published	November 22, 2024	
Pre-Proposal Conference (optional)	December 6, 2024	10:00am PST
Site Visit (optional)	December 11, 2024	10:00am PST
Deadline for Questions	January 10, 2025	4:00pm PST
Addenda Responses to Questions Posted	January 17, 2025	4:00pm PST
Proposals Due	February 21, 2025	4:00pm PST

### The following events are reference placeholders only

Selection Committee Evaluation of Proposals	March 2025
Interview Finalists	March 2025
Recommendation to Director	March 2025
Recommendation to Board of Supervisors	May 2025
Agreement Executed, Design Review, Permitting & Construction	May 2025 and beyond

The Department reserves the right to modify, at its sole and absolute discretion, this schedule and any specific time-of-day deadlines, including the selected proposer's agreement start date.





## **SECTION 2: AIRPORT INFORMATION**



## AIRPORT INFORMATION

### Department Overview

The Department is responsible for planning, developing, operating, and maintaining the airports that comprise the Sacramento County Airport System (Airport System):

- Sacramento International Airport (SMF)—Commercial passenger traffic
- Mather Airport (MHR) —Air cargo and general aviation
- Executive Airport (SAC)—General aviation
- Franklin Field (F72) —General aviation and training activities

The Airport System is a self-supporting, enterprise fund of the County that is not supported by the County’s General Fund. No local tax dollars are used to fund or operate the Department’s airports. Airport tenant and user rents, fees, and charges support the operating and capital budgets for the Airport System.

The Food and Beverage Program contributes to the financial sustainability of the Airport System, as it generates revenue from Airport tenant and user rents, fees, and charges.

### General Information

SMF opened in 1967 with one runway and five carriers. The Airport now occupies nearly 6,000 acres, has two widely spaced parallel runways, and offers more than 140 daily nonstop flights on 13 domestic and international carriers to 41+ destinations. The Airport’s economic impact on the area is approximately \$4 billion per year. The Federal Aviation Administration (FAA) ranked the Airport as the 40<sup>th</sup> busiest airport in the United States based on enplanements in 2019 and 37<sup>th</sup> in 2023 (preliminary ranking). Approximately 5,000 people are employed at the Airport.

The Airport is served by Interstate 5 and Highway 99 and is located approximately 12 miles from downtown Sacramento – just 15 freeway minutes to the capital of California and the hub of government and commerce within the Greater Sacramento Region. Located adjacent to the Airport is Metro Air Park, consisting of 1,300+ acres of fully entitled and zoned commercial, industrial, manufacturing, distribution, office, and R&D space.

The Airport, classified as a medium air traffic hub by the FAA, is the primary commercial airport facility serving Sacramento County and its seven neighboring counties. The Airport primarily serves origin-destination passengers and draws passengers from a 15-county outlying area that comprises a secondary air service



area. In 2023, an estimated 95% of enplaned passengers were origin-destination passengers. (Source: Airline Data, Inc.)

## Terminal Facilities and Services

Two airline terminals (Terminal A and Terminal B) provide a total of 32 jet-level boarding gates. Both terminals offer post-security coffee, newsstand, specialty retail, and food and beverage concession services. Terminal A has a pre-security coffee concession and Terminal B offers pre-security coffee, news, and specialty retail services.

Wi-Fi Internet access is available to the public free of charge throughout both terminals. Language services for non-English speakers, accessible accommodations and services, including AIRA (a visual interpretation service for the visually impaired) are provided throughout the terminals.

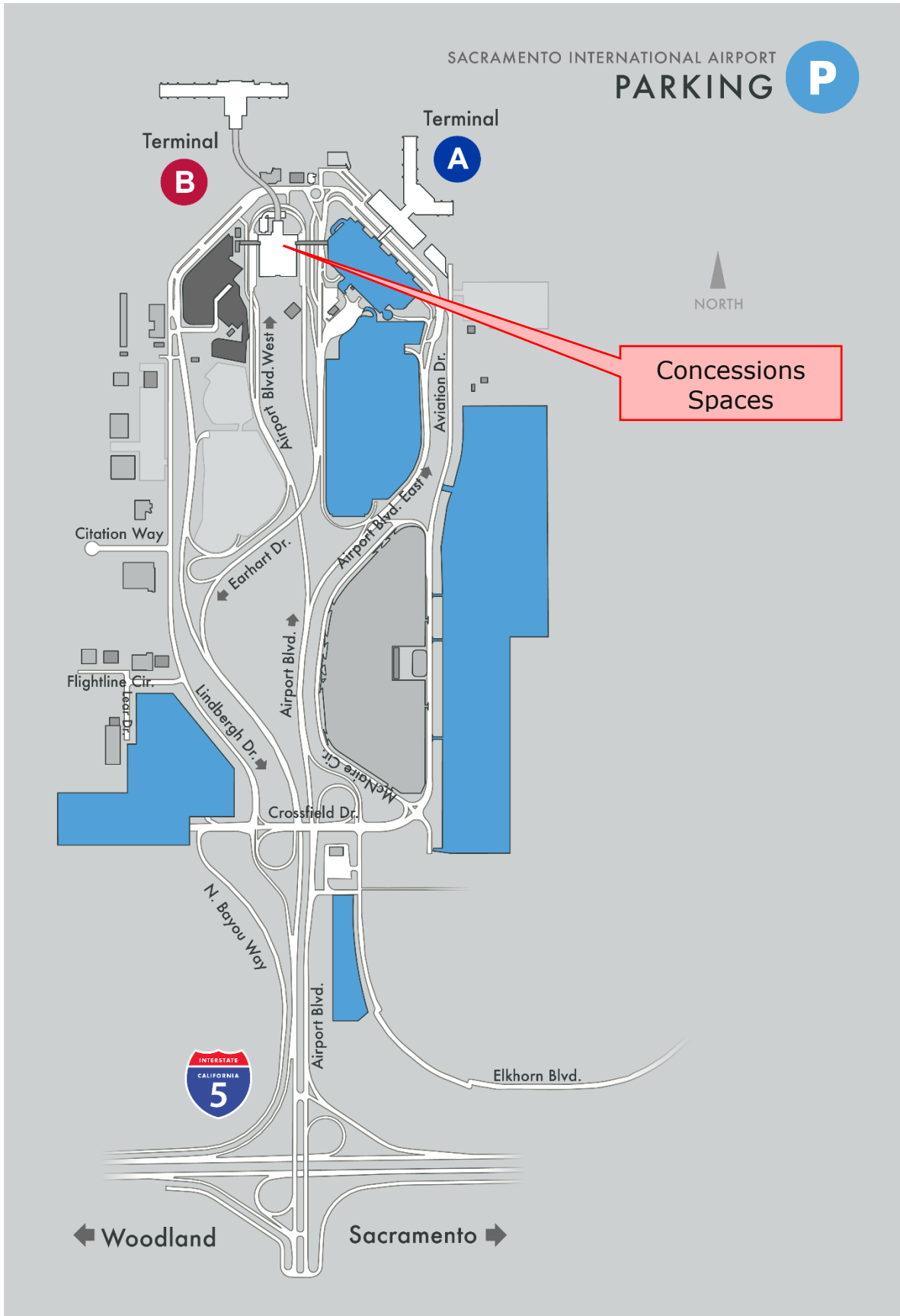
The Airport provides nursing lounges and pet relief areas post-security in both terminals as well as courtesy phones, vending machines, and pre- and post-security ATMs in both terminals. Across the Airport, passengers and visitors can view art collections from internationally renowned artists.

## Ground Transportation

Ground transportation at the Airport includes:

- Taxis: Sacramento Independent Taxi Owners Association (SITOA)
- Rental car companies: There are three on-airport rental car companies operating a total of 12 brands.
- Transportation network carriers: Uber, Lyft, and Wingz
- Peer-to-peer car share: Turo
- Inter-terminal shuttle service to various Airport locations such as terminals, parking, and the consolidated rental car facility
- Regional Transit and Yolobus buses provide daily public transit service to and from surrounding communities and the Airport.





## AIRLINES AND SERVICE

The Airport averaged 153 departing flights per day, enabling 6.5 million passengers to reach their destination in 2023 from Terminals A and B. Total 2023 enplanements equated to 93% of 2019 enplanements.

### Terminal B Airlines and Market Share

The following table lists airlines currently operating out of Terminal B. The airline locations at the Airport are subject to change at any time prior to award of the concession agreement, and at any time during the agreement terms.

Airline	Domestic/International	Market Share %
AeroMexico	International	1%
Alaska Airlines	Domestic/International	6%
Frontier	Domestic	1%
Hawaiian Airlines	Domestic	3%
Horizon Air	Domestic	2%
Jet Blue	Domestic/International	2%
<b>Southwest</b>	<b>Domestic/International</b>	<b>79%</b>
Spirit	Domestic	4%
Volaris	International	3%

Sources: 2023 calendar year airline reported enplanements solely for Terminal B; Sacramento County Department of Airports



## Catchment Area



Note: Includes zip codes with SMF share of nonstop flight markets equal to or greater than 40% or closest to SMF  
Source: Campbell-Hill Catchment Area Study 2022





## **SECTION 3: TERMS AND REQUIREMENTS**



## BUSINESS TERMS

### A. Term

The agreement term is ten (10) years.

### B. Percentage Rent

The selected proposer will pay a percentage of monthly gross revenue as Rent in the amount of five percent for food and beverage sales and 16% for any retail sales beginning on the first day the first concession unit is open for business at the Airport, extending through the first six full months of operations. Beginning on first day of the seventh full month the selected proposer will pay a percentage of monthly gross revenue as Rent in the amount of 10% for food and beverage and 16% for any retail sales.

### C. Participation in Airport-wide Programs

If implemented by the Department, the selected proposer will be required to participate in any relevant airport-wide systems, applications, or programs, including, but not limited to, loyalty programs or mobile ordering systems for food and beverage purchases. The Department expects to implement an ongoing customer service review program that may require concessionaire inclusion of a QR code or similar on customer receipts, or placement of survey information at the customer service stations. Cooperation with such programs is required.

### D. Hours of Operation

To support the Airport's Mission "*To put people at the center of every trip, every experience, every day*", concession operations must be open to the public seven days a week. Hours may vary with flight schedules, holidays, and customer demand. The hours of operation for the café will cover early mornings into the afternoon and the bar & restaurant will be open for lunch to late evenings, or as customer demand dictates. The Director of Airports shall have the authority to modify hours of operation for these operations.

### E. Support Space

Support space for the selected proposer is available to lease in Terminal B. The Director of Airports shall have the authority to assign support space to the selected proposer for office and/or storage uses directly related to Airport operations. The support space is located on the ground level of Terminal B, on an as-available basis.

Support space will be leased in as-is condition. As further described in the Agreement, the selected proposer will be responsible for constructing, at its expense, storage, office space, and other desired tenant improvements, including any reduction in pre-established size of space, in its leased support



space to meet its needs. Any such tenant improvements are subject to the Department's prior written approval and shall be completed in accordance with the concession agreement.

Support space will be available at the then-current rate at the time of concession agreement award. The rate at RFP issuance is \$48.08 per square foot annually (\$4.00676 per square foot per month) and on each July 1 during the Term hereof, as well as during any holdover period, the annual rate per square foot shall increase by three percent each July 1st. While the selected proposer is not obligated to rent support space, the Director of Airports may, at their sole discretion, require the leasing of support space if the selected proposer is unable to keep its equipment, goods, and supplies within the leased premises.

**F. General Requirements**

The selected proposer shall have a non-exclusive right to install appropriate improvements in accordance with the Agreement (Appendix 5). The selected proposer will be required to plan, design, build-out, maintain, manage, staff, and stock, at its sole cost, in accordance with the Agreement. Design, furnishings, fixtures, equipment, and finish materials for all tenant improvements must be approved by the County through an established review and approval process prior to construction and installation. All products and services provided and/or sold must receive the County's prior written approval.

**G. Common Area Maintenance (CAM) Fee**

In addition to Percentage Rent and the MAP fee, Concessionaire shall pay a CAM charge to the County in the amount of three-tenths percent (0.3%) of Gross Revenues for maintenance of back-of-house concession, food court seating areas for maintenance of common seating, break, and locker areas. The CAM charge is payable monthly with the Percentage Rent payment. Concessionaire acknowledges and agrees that, from time to time, the County may need to increase Concessionaire's CAM charge based upon cost recovery calculations and shall do so upon thirty (30) days prior written notice to Concessionaire. However, at no time shall the CAM charge be more than one percent (1.0%) of Gross Revenues.

**H. Merchant Association Program (MAP) Fee**

In addition to Percentage Rent, Concessionaire shall pay an annual MAP fee in the amount of three-tenths percent (0.3%) of Gross Revenues to market and promote the Airport concessions to the community and traveling public, maintaining concessions customer satisfaction surveys and any other reasonable and necessary expenses related to the benefit and promotion of the Airport concessions program as approved by the Director. The MAP fee



shall be payable monthly with the Percentage Rent payment. Concessionaire acknowledges and agrees that, from time to time, the County may need to increase Concessionaire's MAP fee based on cost recovery calculations and shall do so upon thirty (30) days prior written notice to Concessionaire. However, at no time shall the MAP fee be more than six-tenths percent (0.6%) of Gross Revenues.

**I. Waste Collection Fee**

The selected proposer shall dispose of all garbage, food waste, solid waste, recyclables, and other refuse in containers designated by the County in assigned common areas. The selected proposer shall not place or leave or permit to be placed or left in any part of the common areas: garbage, food waste, solid waste, recyclables, and other refuse unless otherwise authorized by the County to do so.

The selected proposer will be required to adhere to the standards and procedures set forth in the Department's Waste Management Policy (Appendix 6).

The Department may, at any time, institute a waste disposal program and may thereafter require the selected proposer to pay a trash removal fee to be determined by the Department based on cost recovery calculations.

Selected proposer will be required to purchase and maintain their own waste removal compactor bins.

**J. No Tenant Improvements Allowance**

County funds for tenant improvements are not available for the concession program.

**K. Sales Reporting**

The selected proposer will be required to provide detailed weekly, monthly, and annual sales and number of transactions reports throughout the term of the Agreement. The Department requires that the selected proposer utilize a computerized reporting system designed to generate timely sales, transactions, and rent reports. Selected proposer shall cooperate fully with the implementation of sales, transactions, and rent reporting requirements as more fully described in the Agreement.

**L. Airport Food and Beverage Pricing Policy**

The Department will require the use of Fair Market Pricing described below:



### **Fair Market Pricing Policy**

The Department's Food and Beverage Program aims to provide a variety of high-quality, diverse, and sustainable options for customers at reasonable prices. The Department recognizes that different types of food and beverage products have different costs, profit margins, and customer demand, and that Airport concession customers may benefit from menus crafted specifically for the airport environment.

A fair market menu should be priced in a way that customers on a budget can find items that provide value at an affordable price, while providing items that customers would consider fair for a pre-security airport environment. A fair market menu may include a highly compelling employee meal plan or include discounted meal packages for employees.

Under the Fair Market Pricing Policy, the Department will allow concessionaire to set prices consistent with the following guidelines:

#### **Required:**

**Affordability:** Concessionaire should offer items that are fairly priced providing value, variety, and convenience, such as value meals, smaller sizes, special deals, daily specials, or happy hour offers. Some value items may be offered through short term offers, but affordable and value focused items should at all times be available to customers. It is important that value items be of high quality and attractive to customers opting for these options.

#### **Optional:**

**Diverse:** Concessionaire should offer a balanced mix of food and beverage products that cater to different customer cultural backgrounds, preferences, and needs including, but not limited to vegetarian, vegan, kosher, halal and gluten-free as well as options for health-conscious diets and various cultural backgrounds.

**Creative:** Concessionaires should adjust their offerings and prices based on seasonality, availability, and demand. They should also consider creating special limited time offers and promotions, create special dining packages, or offer drink and food pairings.

Concessionaire will be required to submit to the Department, on an annual basis, a written review of pricing and menu items describing how the pricing and menu meets customer needs. The written review should consider customer feedback and overall customer satisfaction ratings. The



Department may conduct additional market research and benchmarking to compare the prices and quality of food and beverage products at the Airport with those at comparable airports and local markets. The Department may also conduct customer satisfaction surveys to measure the impact of the pricing policy on the overall Airport experience. If said survey concludes that any prices being charged by the concessionaire at the Airport are not in compliance with this Fair Market Pricing Policy, or that any service or commodities being offered by concessionaire are of too low quality, the Director of Airports shall then have the right to require price adjustments or improvement in quality of the concessionaire's service. Upon receipt of written notice from the Director of Airports, the concessionaire shall thereafter charge the appropriate prices or improve quality as directed by the Director of Airports.

This policy is intended to promote a fair, competitive, and sustainable food and beverage program at the Airport that benefits concessionaires, customers, and employees.

#### **M. Delivery Information**

The selected proposer will be responsible for delivery of their products and supplies. There is one dock area located landside at Terminal B for receiving and subsequent distribution of goods to storage areas and concession locations in the terminal. The Department, from time to time, may issue terminal delivery procedures that best allow for the safe movement of delivery vehicles at the Airport. The Department may issue schedules of acceptable delivery times, locations, and points of access, and vehicle size restrictions by written notice. Please be aware that the Airport central warehouse is not currently available for concession deliveries.

Requirements for security screening of employees and goods are established by the Department of Homeland Security and may be changed from time to time. Concessionaires shall be responsible for complying with existing and future requirements as well as any costs associated with such compliance, including, without limitation, future funding of a centralized receiving program.

The Airport operates under the security direction of the Transportation Security Administration (TSA). TSA has in the past issued operational bulletins and restrictions upon notice that can impact concession operations. The Department is obligated to comply with these restrictions. The Department will communicate new restrictions and TSA-mandated procedures with concessionaires as necessary and will work to ensure concession operations are minimally impacted.



The Department plans to develop a Centralized Receiving and Distribution Center (CRDC) that will serve as a single point of entry for all vehicles and persons with product deliveries to the Airport's secured areas. The CRDC will help the Department comply with federal regulations contained in 49 CFR §1542 that require screening and inspection of vehicles and persons entering secured areas. **The CRDC will be funded by a user fee charged to concessionaires to cover the CRDC's operation costs. The user fee will be determined by the Department in consultation with the concessionaires and other stakeholders. Should the Department determine that pre-security concessions businesses will not be required to utilize the CRDC, these businesses will be notified by the Director of Airports of their exemption from CRDC user fees.**

#### **N. ACDBE Status**

The Department encourages all businesses, including those owned and controlled by one or more socially and economically disadvantaged individuals that can provide the desired product or service, to submit a proposal. If you are currently certified as an Airport Concessions Disadvantaged Business Enterprise (ACDBE), please include a copy of your ACDBE certification letter along with your proposal. Certification may happen at any time prior to award of an agreement; however, ACDBE status will not be considered in evaluating and scoring proposals. This information will be used for ACDBE utilization tracking purposes only.

If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are not currently certified as an ACDBE firm, but you wish to receive information on how to become certified, please contact the State of California, Department of Transportation, Civil Rights Program at either (916) 324-1700 or (866) 810-6346. You may also visit their website at <http://www.dot.ca.gov/hq/bep/index.htm>.





## CAPITAL INVESTMENT

The selected proposer will be responsible for providing all capital investment for construction, operation and maintenance of the spaces awarded, including but not limited to furniture, fixtures, and equipment and must follow the standards in the Department's *Tenant Design Manual, Concourses A & B*, attached as Appendix 6, for material quality and concept designs. The selected proposer should be aware that the Airport is subject to high pedestrian traffic and intense daily use from passengers with luggage, which causes additional wear on furniture, fixtures and finishes. To ensure that the concession spaces are attractive, functional, and durable, the Department requires the use of high-quality material and finishes that can withstand the continual use and wear by customers. Additionally, the concession spaces must comply with all applicable requirements of the Americans with Disabilities Act (ADA).

The selected proposer will be required to document their construction, equipment, and repair costs and submit the final documentation to the Department within the time frame and in the format described in the Agreement.

Proposers are encouraged to seek experienced professional advice regarding the costs and challenges of tenant improvements at the Airport, and to familiarize themselves with applicable building and permitting requirements of the County.

## MID-TERM REFURBISHMENT

A mid-term refurbishment is required by the Agreement and is a firm commitment to reinvest in the concessionaire's spaces that includes replacement of worn and damaged furniture, fixtures, and finishes.

The mid-term refurbishment is not the same as ordinary or deferred maintenance, which is an ongoing requirement, but instead constitutes an additional capital investment by concessionaire to renew and replace worn surfaces. One mid-term refurbishment will be required and should be completed between years five and six following the opening date of the concession unit, or as otherwise negotiated with the Department.





## **SECTION 5: OPERATING COSTS**

## UTILITIES, TAXES, AND INSURANCE

### Utilities

The selected proposer, at its expense, must install individual utility meters where required by the Department. The selected proposer will be responsible for all utility costs (e.g., water, electricity, and communications) associated with its leased premises.

### Taxes

Any and all fees and charges of whatever character that may be levied, assessed, or charged by any governmental entity, including the County, shall be paid directly and in a timely manner by the selected proposer.

### Minimum Insurance Requirements

The selected proposer must maintain, throughout the term of the Agreement, insurance of the types and in the amounts prescribed in the Agreement. General liability shall be on an occurrence basis (as opposed to claims made basis). Minimum limits and structures shall be:

Insurance type	Minimum limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000 (or replacement value of portion of building you lease, whichever is greater)
Liquor Liability	\$1,000,000
Automobile Liability	\$1,000,000 for landside vehicles; \$5,000,000 for airside vehicles
Workers' Compensation Statutory requirements of the State of California.	
Employer's Liability	\$1,000,000



Additional information regarding insurance requirements is provided in the draft Agreement (Appendix 5)

## AIRPORT ID BADGING

All onsite Airport employees, whether they work pre- or post-security, are required to wear an Airport Identification (ID) badge. The current cost to obtain an Airport ID badge from the Department is \$42.00 per employee per annum. This rate is subject to change.

Airport ID badges are administered by the Airport Badging Office and require submittal of fingerprinting and background clearance. The process takes on average two to four weeks. Obtaining an Airport ID badge is a requirement for working onsite. The Airport Badging Office administers the training Airport ID badge training is administered by the Airport Badging Office and details requirements on properly utilizing an Airport ID badge. Security infractions or misuse of the Airport ID badge can result in revocation of the Airport ID badge. This would result in the employee not being able to be onsite at the Airport.

Airport badging link: <https://sacramento.aero/smf/about/airport-badging>

## EMPLOYEE PARKING

Employee parking is available for all onsite Airport employees for use while they are on duty at the Airport. The cost for employee parking is currently \$15 per employee per month in employee parking lots. This rate is subject to change.





## **SECTION 6: LEASING OPPORTUNITY**

## PACKAGE DETAILS

This section provides details for the F&B leasing opportunity available at the Airport; the Department's concept, branding, buildout and/or improvement requests and preferences, requirements for each unit, and current buildout information relevant to the Department's requested and/or preferred concepts.

The Department requires all concession employees who interact with customers to deliver excellent service that is fast, friendly, and efficient. Employees must be familiar with the brand, standards, values, policies, practices, and products of the concept where they are employed. Employees must maintain excellent customer service and professionalism when encountering periods of high demand and customers who are confused, flustered, or in a hurry due to the airport environment.

The Department expects these concepts to utilize technology to enhance the customer experience and operational efficiency of the unit. This may include, but is not limited to, mobile order and payment options, digital menu boards, tabletop tablets and self-service kiosks, and contactless payment options. Where the streetside equivalent concept utilizes a smartphone app, loyalty or rewards program, etc., the Airport concept should too. Additionally, proposers should utilize technology to enhance food safety, monitor food temperature, track inventory, reduce waste, and monitor concept performance.

Proposers are encouraged to use fresh, local ingredients and highlight Sacramento's Farm-to-Fork culture by connecting restaurants with nearby farms, suppliers, brewers, distillers, and wineries. Proposers should promote this connection within the restaurant and on menus where appropriate. Additionally, proposers should consider offering desirable, locally branded merchandise to further enhance the customer experience and generate revenue.

The Department is seeking local or regional brands for the specific pre-security location listed within this section. For purposes of this RFP, a "local brand" is defined as a restaurant that originated and is primarily operating in the Sacramento Metropolitan Area. A "regional brand" is defined as a brand that does not fall within the Local brand definition but does not have locations throughout the West Coast, Midwest and East Coast of America.

The Department has defined two concession spaces identified by unit numbers in the table below as one individual package. The units are connected via shared back of house including kitchen, prep areas, dishwashing, and cold storages. The proposer must be aware of this unique feature and understand that the units cannot be separated in the current build configuration.



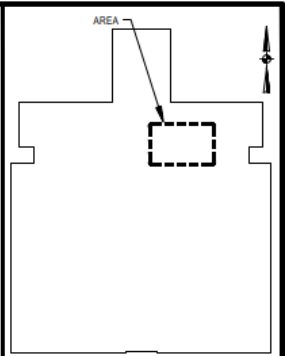
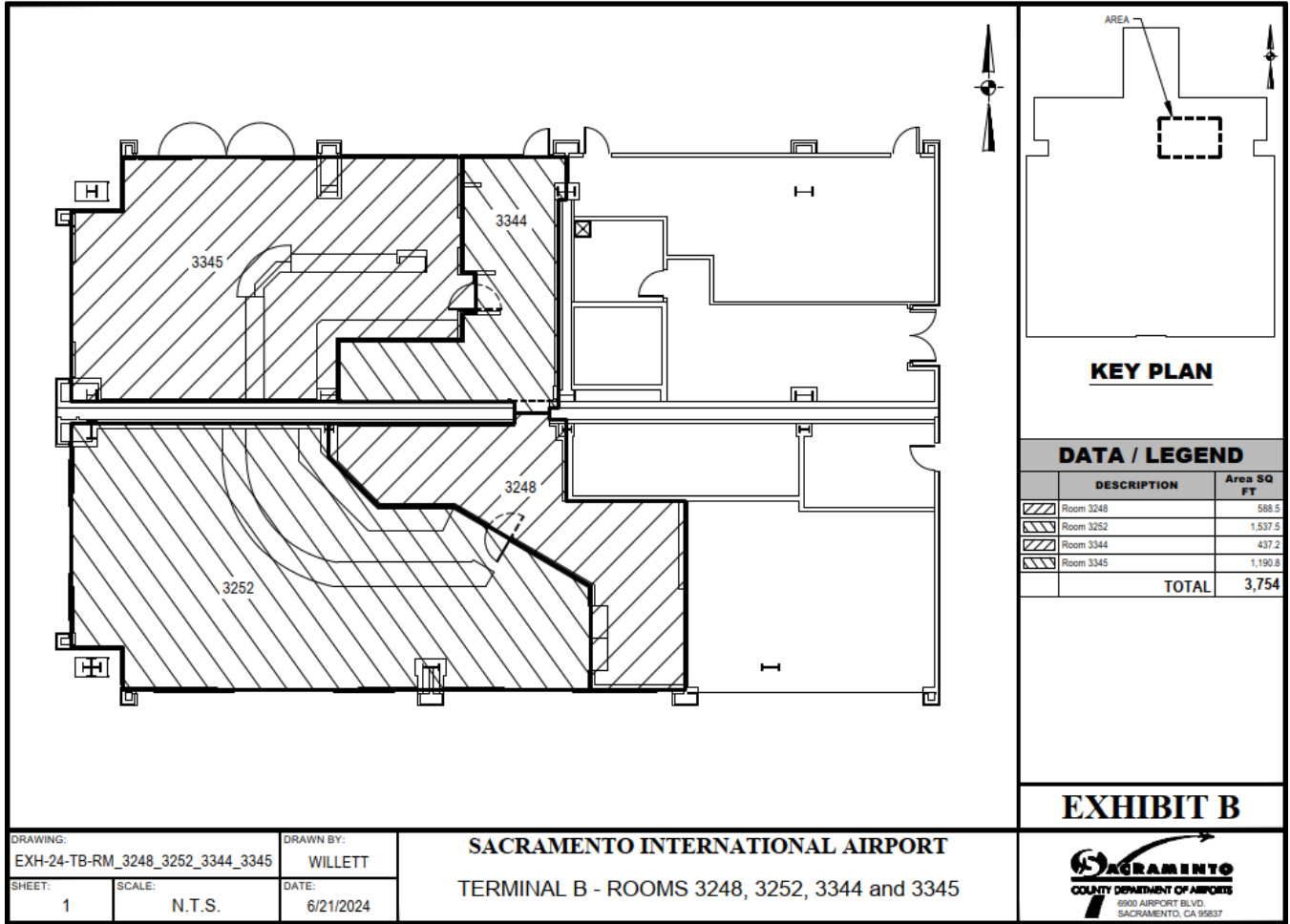


The units were originally built as a café and bar & restaurant and will come with two walk-in cold storage units, one ice maker, countertops, undercounter refrigeration units and storage, tables, chairs, barstools, some kitchen equipment, and more. The equipment is provided “as is” without warranties or representations of any kind, whether express or implied. The Department does not guarantee the condition, functionality, adequacy, suitability, value, or performance of the equipment.

The Department’s expectation is that the selected proposer will work within the existing build structure of these units to expedite reopening and minimize upfront costs.

Unit	New Concept Theme	Square Feet	Total Square Feet
3252	Café	1,538	
3345	Bar & Restaurant	1,191	3,754
3248/3344	Back of House	1,026	





**KEY PLAN**

**DATA / LEGEND**

	DESCRIPTION	Area SQ FT
	Room 3248	588.5
	Room 3252	1,537.5
	Room 3344	437.2
	Room 3345	1,190.8
<b>TOTAL</b>		<b>3,754</b>

**EXHIBIT B**

DRAWING: EXH-24-TB-RM_3248_3252_3344_3345		DRAWN BY: WILLETT	
SHEET: 1	SCALE: N.T.S.	DATE: 6/21/2024	

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL B - ROOMS 3248, 3252, 3344 and 3345**



## Unit 3252 Café

**Concept and Branding:** Counter service local or regional branded café and/or deli serving coffee products and food items typically found in coffee shops, cafés, and delis to include breakfast and lunch dayparts.

**Menu and Pricing:** Hot and cold coffees and teas, breakfast sandwiches, burritos, baked goods, yogurt and fruits, muffins and bagels, freshly prepared sandwiches and salads, grab-and-go items, and snacks. Pricing should be affordable, inclusive, and reflect a fair market value equivalent to known and comparable streetside locations.

## Unit 3345 Bar & Restaurant

**Concept and Branding:** Full service local or regional branded bar and restaurant offering classic and modern takes on dishes for lunch and dinner dayparts.

**Menu and Pricing:** Appetizers and bar bites, sandwiches, burgers, soups, salads, and more. In addition to a well-executed food menu, the Department requires an assortment of locally sourced beer, wine, and spirits as well as national brands. Pricing should be affordable, inclusive, and reflect fair market value equivalent to known and comparable streetside locations.

### Special Focus Areas for Both Concepts:

**Order and wait time:** Wait times should be at a minimum with a heavy focus on ticket time and expedited service. Airport employees, departing and arriving passengers, and other customers require quick and courteous service.

**Buildout/Improvements:** The existing spaces were constructed around 2011 but have been vacant since March 2020. The selected proposer will need to provide improvements and repairs such as paint, wallpaper, digital menu boards, furniture, fixtures, appliances, cooking equipment, refrigeration, beverage lines, and more.

**Retail Components:** Proposers are encouraged to integrate a retail component that offers locally branded merchandise to capture additional business. The retail component is optional and should only be proposed if it can be seamlessly incorporated within the concept without compromising the efficiency and attractiveness of the space.

**Location & Customers:** The units are located near the automated people mover before the security checkpoint in Terminal B near convenient sitting areas to the north and south of each unit, traditionally used by people waiting for arriving



passengers and central to heavy foot traffic from departing and arriving passengers. These units are also easily accessible to nearly 5,000 badged employees at the Airport.

The Airport requires proposers to create compelling menus with attractive prices to convert waiting passengers into customers. Proposers should market these concepts to encourage early arrivals, extended visits with drop-offs, and appeal to arriving passengers seeking a meal or beverage before their next destination.

**Hours:** The selected proposer can extend hours beyond the lunch daypart for the café and open the bar and restaurant earlier if business patterns necessitate additional service or at the Director's written authority.



## RFP PROGRAM REQUIREMENTS

### A. **Airport Concession Disadvantaged Business Enterprise Program (ACDBE)**

The Department welcomes proposals from all businesses, including those owned and controlled by socially and economically disadvantaged individuals who can provide the desired product or service. If you are an Airport Concession Disadvantaged Business Enterprise (ACDBE) certified by the State of California, please include a copy of your certification letter with your proposal. This will help the Department track its ACDBE participation.

The County does not discriminate based on race, color, sex, or national origin in the award or performance of this agreement. The requirements of 49 CFR Part 23 apply to this RFP. Airport businesses must make efforts to meet ACDBE goals by exploring all available options for direct ownership arrangements with ACDBEs. Joint ventures and other partnership arrangements with ACDBEs are acceptable if they comply with FAA guidance.

### B. **ACDBE Goal**

The Department has an ACDBE race and gender-neutral goal of fifteen percent (15%) of total annual gross receipts of the Airport's concessions program, excluding rental car operations. The proposer may submit Attachment G (Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization Plan), if appropriate.

### C. **Small Business Goal**

The FAA is committed to providing maximum opportunities for small businesses in its own solicitations and in airport concession programs and the County Board of Supervisors (Board) approved Resolution No. 2021-0522, which created a small business tenant lease category based on the \$56,420,000 revenue cap defined by the U.S. Department of Transportation and the FAA in 49 CFR part 23.33(a).

The Department has a Small Business goal of 30% for food and beverage concessions. If you think you may qualify as a Small Business, please ensure that this is indicated on Attachment B (Business Organization Summary) by selecting the appropriate checkbox under the *Small Business* section to self-certify.

The small business application and certification process will help the Department track its success in attracting and retaining Small Business participation within the Department's concession program.



**D. Optional Pre-Proposal Conference**

Proposers and/or their representatives are encouraged to attend the virtual Pre-Proposal Conference. Interested proposers should register for the Pre-Proposal Conference by December 6, 2024, by 9:00 am PST and designate a single point of contact. Only authorized representatives of potential proposers may register on that proposer's behalf.

Register for the virtual Pre-Proposal Conference through the OpenGov RFP website. The Department will keep a record of all parties who attend the Pre-Proposal Conference, and it will be posted on the OpenGov RFP website December 9, 2024.

The virtual Pre-Proposal Conference will be held on December 6, 2024, from 10:00am to 11:00 am. Meeting links will be sent to all proposers who have registered for the meeting.

The meeting will:

- Provide general information regarding RFP goals and RFP-specific details and timelines.
- Provide an overview of the OpenGov procurement system utilized for this RFP, site location, and usage guidelines.
- Provide information on how to submit formal requests for information and clarification regarding this RFP and its attachments.
- Provide an opportunity to ask general questions.

An in-person Airport tour opportunity will also be available after the virtual Pre-Proposal Conference. Email [GladwillM@saccounty.gov](mailto:GladwillM@saccounty.gov) to book an in-person Airport tour.

**E. Submittal of Questions/Requests for Clarification**

Following the virtual Pre-Proposal Conference, the Department will receive and respond to questions or comments relating to provisions of the RFP and its attachments that are submitted in writing and received on or before the deadline specified on the RFP timeline. All questions must be submitted on the OpenGov RFP website for formal review and response. Oral questions, either in person or via recorded voicemail message, will not be accepted.

The Department will respond to all relevant questions submitted by the applicable deadline via addendum to the RFP which will be posted to the OpenGov RFP website and emailed to all prospective proposers on record as having attended the virtual Pre-Proposal Conference.



The Department is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum.

It is the proposers' responsibility to review all addenda available on the OpenGov website. The Department's failure to send such addenda via email to the respective proposer's points of contact shall neither constitute a failure on the County's part to notify nor serve as the basis for any protests challenging selections made under this RFP.

Addenda issued by the Department shall be considered a part of this RFP document and receipt of all Addenda issued must be acknowledged on the Addenda Acknowledgement Form (Attachment A) and included with your proposal. Any proposer failing to sign the Addenda Acknowledgement Form may be deemed non-responsive and disqualified from further consideration.

## **F. Confidentiality of Records**

The County will treat all information submitted in a proposal as available for public inspection once negotiations with the selected party have been completed. If copies of proposals are included with materials submitted to the Board, the County will make such documents available for public inspection once staff recommendations for award are approved by the Board.

If a proposer believes protected data is included in its proposal, the proposer shall clearly identify the data and provide the legal basis in support of the asserted classification. Proposer must present such information separately as part of its proposal or type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the proposal which proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

In order for the County to assert the confidentiality of any such information in the event a Public Records Act request is received, the proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality.

The final determination of whether the County will assert a proposer's claim of confidentiality shall be at the sole discretion of the County. Any information determined to be non-confidential shall be considered a public



record. If the County determines that your information does not meet the criteria for confidentiality, you will be notified of the County's intent to release the public record pursuant to any Public Records Act request.

The proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage, which may result from a breach of confidentiality related to the proposal. The proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the California Public Records Act, including legal fees and disbursements paid or incurred to enforce this provision.





## **EFFECTIVE PERIOD OF PROPOSALS**

All proposals received by the Department shall remain valid for 180 calendar days after the proposal due date and may be extended upon mutual agreement by the County and the relevant proposer.

## **WITHDRAWAL OF PROPOSAL**

No proposal may be withdrawn without forfeiture of the proposal deposit after it has been submitted to the Department unless the proposer so requests in writing and such request is received by the Department before the proposal due date.

## **COMMUNICATION**

Once the RFP is issued, proposer and their representatives, agents, and affiliates (including prospective subtenants, joint venture partners, and their agents and representatives) are prohibited from contacting any County employee, Selection Committee member, or other County representatives to discuss or ask questions about the contents of this RFP, the attached draft Agreement, the selection process; or to otherwise encourage or seek a specific result in connection with this RFP. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the proposer's rejection or disqualification.

Notwithstanding the above, the Department's representative may initiate communications with a proposer to obtain additional information or clarification needed for the Department to properly and accurately evaluate a proposal submitted in response to this RFP.



## SUBMISSION REQUIREMENTS

### A. **Submit a Complete Proposal**

Proposer shall submit completed proposals as required by this RFP, including all completed mandatory forms as noted in the [Proposal Attachments](#) section, by the proposal due date and time specified on the [RFP timeline](#) section.

Proposals received after the specified time and date will be deemed non-responsive and automatically rejected from consideration.

Any proposals that exceed the page limit stipulated in the [Proposal Page Limits](#) section will be deemed non-responsive and rejected from consideration.

### B. **Proposal Deposit**

The total proposal deposit amount required for the spaces is \$5,000. Proposer must provide an original proposal deposit in immediately available funds, in the form of a certified check, a cashier's check, or a proposal bond that meets the County's requirements. The proposal deposit must be received by the proposal submittal due date. Proposal deposits that are received after the proposal submittal due date will not be accepted and will be returned.

Proposal bonds may be submitted along with the proposal on OpenGov. Alternatively, certified checks, cashier's checks, and proposal bonds may be mailed to the address below and must be received within five business days of the proposal due date:

Commercial Development  
 Airport Concessions  
 Sacramento County Department of Airports  
 Attn: Michael Gladwill  
 6900 Airport Boulevard  
 Sacramento, CA 95837-1109

All proposers who do not withdraw from the procurement process, except as specified in the [Withdrawal of proposal section](#) within this section, will have their proposal deposit returned promptly following the Board's award of a concession agreement to the successful proposer. No other materials or documents will be returned under any circumstances. A proposer who withdraws their proposal after the proposal due date shall forfeit their proposal deposit.



**C. Proposal Format**

The proposal must be submitted digitally through the OpenGov portal in a PDF format, with the exception of the pro forma document which should be submitted as a Microsoft® Excel® document.

Any proposal received after the scheduled proposal due date and time will not be considered and will be deemed non-responsive. The Department reserves the right to postpone or cancel the scheduled proposal due date and notice of such extension or cancellation shall be sent via addendum.

**D. Exceptions, Deviations, and Alternatives**

Proposer may not, after exhausting protest avenues, take exception or make deviations to any requirement of the RFP unless the Department specifically approves the deviation. If alternatives are proposed or exceptions to the draft Agreement are requested, the proposer must clearly identify such alternatives or exceptions in the proposal. The Department expressly reserves the right, in its sole and absolute discretion, to consider such alternatives or exceptions and to award an Agreement pursuant to this RFP based thereon if determined to be in the County's best interests.



## Proposal Page Limits

The proposal must not exceed the page limit indicated in the table below. Images, renders, plans, and menus do not count towards the page limit or to the size restriction. All other pages should be a standard 8.5 x 11 inches, with a font size no smaller than 11 points. Please use a standard font, such as Times New Roman, Arial, Calibri, or similar. Proposal shall be formatted as outlined below.

Proposal		Maximum page limit
1.	Proposer Evaluation	
1.1.	Experience and Qualifications	5 pages
1.2.	Financial Capability	3 pages
1.3.	Environmental Sustainability	2 pages (Internal policy documents can be attached as an appendix and will not count towards the page limit.)
2.	Concept Evaluation	
2.1.	Customer Service	3 pages per brand/storefront
2.2.	Concept and Branding	3 pages per brand/storefront excluding renders, plans, and images
2.3.	Concept Design	3 pages per brand/storefront excluding renders, plans, and images
2.4.	Technology Use	1 page per brand/storefront excluding renders, plans, and images
2.5.	Menu and Pricing	1 page per brand/storefront, excluding sample menus
2.6.	Management and Operations	3 pages per brand/storefront



## Proposal Attachments

Attachments to Proposal		Return with Proposal?
1.	Executed Addenda Acknowledgement Form (Attachment A)	Yes
2.	Business Organization Statement (Attachment B)	Yes
3.	Business And Financial References (Attachment C)	Yes
4.	Declaration Of Non-Collusion (Attachment D)	Yes
5.	Labor Peace Policy (Attachment E)	Yes
6.	Airport Concession Disadvantaged Business Enterprise Joint Venture Information Form (Attachment F)	Only required if an ACDBE proposer
7.	Pro-Forma Operating Statement(S) With Supporting Assumptions (Attachment G)	Yes
8.	Project Cost Analysis Form (Attachment H)	Yes
9.	Facility Build-Out Investment Proposal Form (Attachment I)	Yes
10.	Financial Statements and/or Balance Sheet and Income Statements	Yes
11.	Proposal Deposit	Yes



## EVALUATION CRITERIA

### Evaluation Criteria

All proposals meeting the minimum qualification requirements of this RFP will be reviewed, evaluated, and ranked to determine the highest scoring proposal. A Selection Committee comprised of representatives from various airport and industry stakeholders, as determined by the Department, will use the evaluation criteria listed below in evaluating proposals, weighted according to the number of points assigned to each evaluation factor. Proposals will be ranked from highest to lowest based on the total point scores received from the Selection Committee.

The County reserves the right to award a particular location or concessions unit to a lower scoring proposal if, in the County's determination, the lower scoring proposal meets the Department's stated objectives. Evaluation scores or ranks do not create any right or expectation to an Agreement with the County regardless of any score or ranking given to any proposer. The Department may consult all personal, business, and financial references familiar with a proposer's prior operations and construction or management of prior projects. Submission of a proposal in response to this RFP shall constitute permission for the Department to make such inquiries and authorization to third parties to respond thereto.

#### **A. Minimum Qualifications (Pass / Fail)**

Proposer shall comply with the following minimum requirements to be considered under this the RFP:

1. Submit a complete proposal.
2. Possess one or more years of continuous experience within the last three years in the ownership, management, or operation of food and beverage concepts at the time of proposal submission.
3. Be financially capable of performing the obligations set forth in the Agreement, in the sole and absolute determination of the County.

If a joint venture, partnership, or limited liability company (LLC) submits a proposal, the entity holding a controlling interest in the joint venture, partnership, or LLC (for example, majority voting rights in company decisions) must meet these Minimum Qualifications to be considered for award of an Agreement. If no single entity holds a controlling interest, then each entity in a group of entities comprising a controlling interest must meet all Minimum Qualifications for the joint venture, partnership, or LLC to be considered for award of an Agreement.



Proposers submitting a proposal to operate a licensed or franchised facility must independently meet these Minimum Qualifications and may not rely on the qualifications of the licensor/franchisor. Additionally, proposer who are proposing to operate a licensed or franchised facility must provide a letter from the licensor/franchisor granting the rights to operate the license/franchise at the Airport or stating that the terms of a license/franchise agreement have been agreed upon pending award of the concession space. Licensors/franchisors may propose directly; however, their licensees/franchisees will be considered subtenants, and the licensor/franchisor must meet these Minimum Qualifications to be considered for award of an Agreement. Upon such award, any proposer submitting a licensed or franchised facility must provide the County with an executed copy of the license or franchise agreement.

## **B. Proposer Evaluation (40 Points)**

### **Experience and Qualifications**

The Department seeks proposers with proven track records who can operate high-traffic food and beverage service locations while maintaining excellent quality and service.

**History:** Provide a narrative of the business including its origin, major milestones, accomplishments, and geographical locations. If the proposing company is a newly formed entity, provide this history for all members of this entity.

**Experience:** Describe how proposer has successfully operated in its current location(s), and/or locations with high levels of pedestrian traffic such as malls, downtown commercial districts, sports venues, college campuses, airports, convention centers, amusement parks, and similar settings. If applicable, provide the number of streetside locations, number of airport locations, how long each location has been operating, and estimated number of full- and part-time employees.

**Legal:** Explain any judgments, liens, lawsuits, or pending judgments against proposer or proposer's businesses in the last 10 years. If the proposing company is a newly formed entity, provide this information for all members of this entity.

**Bankruptcy:** Explain if proposer's business or any of its members have ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, been



named as a defendant in any legal proceedings, or had involuntary proceedings filed in bankruptcy court. For each situation, please also indicate the status and outcome of the lawsuit/legal proceedings.

**Lease History:** Provide details about any leases or locations that the proposer has abandoned, given up, ended, or transferred to another person or entity before their applicable expiry date in the past three years. Explain any contract awards that the proposer has forfeited, canceled, or passed on to another party within this same period.

### Financial Capability

The Department seeks proposers with a demonstrated history of financial responsibility and a commitment to investing in a facility that meets or exceeds the Department's requirements. The proposer must show its capability to improve, operate, and maintain the facility successfully. The Selection Committee will evaluate proposers based on their financial statements, investment plans, and revenue forecasts.

**Financial Investment:** Provide the proposed initial investment for each concept in today's dollars including total investment amount and dollars per square foot as well as for mid-term refurbishments, rebranding, or renovations including a detailed timeline for each concept if applicable.

**Financial Statements:** Proposer must attach audited financial statements for the past three years if available. If audited financial statements are not available, then all financial statements shall be certified by the proposer's controller, or financial officer of the company.

**Balance Sheet and Income Statements:** Provide the last three fiscal years, if available, prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current financial condition of the proposer. Also include an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.

**Ownership:** Describe ownership of the proposer. Owners of closely held corporations must submit a personal financial statement current within three months from the date of submittal.

**References:** At least three business and two financial references.





**Changes:** Detail any changes in financial position for the past two years.

## Environmental Sustainability

The Department recognizes the importance of environmental sustainability and strives to manage the Airport in a way that minimizes its negative effects on the natural surroundings. The Department aims to reduce the Airport's ecological footprint by implementing green practices and policies to reduce energy use, reduce waste, promote sustainability, and protect and conserve the environment. See details of the Department's environmental focus here: [SCDA > Sustainability \(sacramento.aero\)](#).

The Department seeks proposers that are committed to environmental sustainability and environmental conservation. Describe in detail the proposer's environmental sustainability plan and how it aligns with the Department's goals.

**Environmental Sustainability:** Describe proposer's current environmental sustainability programs at existing locations. Include the use of sustainable building materials, use of eco-friendly cleaning products, use of energy-efficient equipment, sustainable packaging and utensils, certifications, etc.

**Environmental Sustainability Training:** Explain existing training and engagement programs the proposer has implemented and/or any that it will implement at the Airport as well as any progress or goal tracking methods.

## Waste Management

The Department recognizes the necessity of proper waste management handling in accordance with all State laws and County ordinances. The Department's Waste Management Policy (Appendix 7) clarifies and standardizes the requirements and procedures for the handling and disposal of waste streams at the Airport.

**Waste Management:** Describe proposer's current waste management program at existing locations. Include any waste diversion goals, processes, and procedures that the proposer follows to maintain compliance with State laws and County ordinances.

**Waste Management Training:** Explain existing training and engagement programs the proposer has implemented and/or any that



it will implement at the Airport as well as any progress or goal tracking methods.

## C. Concepts Evaluation (60 Points)

### Customer Service

The Department places customer service excellence as a top priority, and with its partners strives to make every traveler's journey enjoyable and hassle-free.

**Customer Service Policy:** Provide existing operations customer service policy.

**Customer Feedback:** Explain how the proposer handles customer feedback of all forms.

**Customer Service Plan:** Provide details on proposed customer service plan at the Airport and how this will enable concessions employees to provide excellent customer service.

**Third Party Ratings:** Provide a summary and details of any third-party ratings and reviews or other customer service metrics for the proposed concepts that are no older than three years from the date of RFP issuance. Only include ratings, rankings, or reviews for units that are operated by the proposer or by a joint venture partner of the proposer, if applicable. If the proposer has not operated the proposed concept before, they may provide customer service ratings and reviews of a similar concept that they or their joint venture partner have operated.

### Concept and Branding

The Selection Committee will assess the proposed concepts using the criteria below.

**Concept:** Provide the names of concepts being proposed, establishment type, cuisine type, and the rationale for its placement at the Airport.

**Branding:** Explain how the brand(s) align with the Airport, its geographical reach, and its public perception.

**Ownership:** Provide the type of ownership for each concept being proposed (i.e., franchise, licensed, corporate, direct ownership, etc.).



**Feasibility:** Explain why each proposed concept will be successful at the Airport.

**Improvements:** Explain in detail how proposer will modernize the existing spaces to appeal to customers including, but not limited to art/murals, electronics, equipment, fixtures, flooring, furniture, lighting, paint, signage, wall coverings, and anything else.

### Menu and Pricing

Responses will be evaluated on how well the proposed concepts and menus meet the needs and preferences of a diverse customer base and ultimately offer the best value and quality for customers' money, including a heavy focus on Airport employees. Provide menus for each proposed concept with estimated prices in today's "street" price from an off-airport location or equivalent if available. If the menus offer Farm-to-Fork items, show how locally sourced goods will be highlighted and clarify items built around dietary restrictions or where substitutions may be made to meet dietary restrictions.

All menu items are expected to be priced at street pricing/fair market value of the proposed brand(s) or priced equivalently to similar non-airport concepts. When proposing menus and pricing, the Department recommends focusing on Airport employees and providing appropriate discounts or special menu items for this customer group.

### Management and Operations

The Department requires food and beverage concessions at the Airport to provide "5-star" customer service, operate efficiently, and cultivate a positive and supportive culture. The Department aims to create an inclusive environment for all customers, respecting their diverse backgrounds and potential ADA-related needs. The Department expects concessionaires to adhere to exemplary standards of build-out that comply with local regulations, but that also incorporate innovative and thoughtful elements that go beyond what the regulations require. Concessionaires should offer customers an experience that makes them feel comfortable and welcome.

The Selection Committee will assess how well the responses to the following topics align with the Department's standards and expectations, as described in this RFP.

**Proposed Staffing:** Describe the staffing structure of each concept proposed, including the estimated number and roles of employees in management, supervisory, front of house, and back of house positions.



Indicate which managers will be onsite at the Airport and which will be offsite. Provide details on the level of experience of the management team for each concept.

**Labor and Training Practices:** Describe recruiting techniques and labor sources for management and non-management employees, hiring or retention incentives (if available), details on employee training programs, and how employee callouts, turnover, and potential labor shortages will be handled. Please also provide the employee handbook for the proposing company or individual concept and describe the employee uniform or dress code.

**Operations Plan:** Describe in detail the procedures to ensure continuous, high-quality, and highly efficient operations. Explain how menu items will be prepared and served in a short period of time, catering to the time-conscious customer. Provide detailed plans of any operational audits that will be implemented as well plans to evaluate productivity including line queuing and ordering, tickets per hour, and methods to remedy underperformance should it be necessary.

**Maintenance Plan:** The Department places a high value on proper and continued maintenance of the leased premises as well as concessionaire property including furniture, fixtures, and equipment. Provide details for ongoing physical maintenance, repair, and replacement relating to utility components, equipment, furniture, fixtures, flooring, walls, ceilings, etc. Describe all routine cleaning and maintenance that will occur daily, weekly, monthly, quarterly, and annually.

### Technology Use

Provide proposed use of technology (if available) such as digital menu boards and media, mobile order and pay platforms, self-service kiosks, food and beverage delivery, and any other technology to enhance customer service. The proposer should discuss any technology the organization has recently adopted or is working to integrate in the short term, and how they have organized their business to adopt new technologies as they may be introduced in the future.



## Selection Process

### A. No Late Proposals

Any proposal received after 4:00 p.m. Pacific Standard Time on the proposal due date will be considered late and will not be evaluated by the Selection Committee. There is no appeal from a disqualification due to a late submittal.

### B. No Changes to Proposal

Except as specifically provided in this RFP, no changes to the proposal may be made by the proposer during the evaluation period.

### C. Evaluation of Proposals

1. More than one proposal for the space, as defined and described in [Section 6: Leasing opportunity](#), from any individual, company, corporation, partnership, or other entity under the same or different names will not be considered. If the Department has reasonable grounds for believing that any proposer has a business or financial interest in more than one proposal for the space, the Department will reject all proposals in which that proposer has such interest. If there is reason to believe that collusion exists among proposers, none of the participants in such collusion will be considered under this RFP.
2. The Department reserves the right to request additional information from proposers to clarify the meaning of any portion of their written proposals.
3. Finalists may be required to make a presentation to the Selection Committee to further explain the concept, design, and business aspects of their proposal and to respond to questions which might arise before and/or during the presentation.
4. Proposer must provide written clarification or additional information within three business days to any written request for such information by the Department during the proposal review and evaluation process.
5. Evaluation criteria point values are not definitive, but indicative. The award of any specific unit or package will depend on the Selection Committee's holistic assessment of a proposal, and how that proposal, in comparison with other proposals, will contribute to the best customer service experience at the Airport.
6. Notwithstanding processes described herein, the Selection Committee has the discretion to use any method to score the proposals consistent with the evaluation criteria above and determine the final proposed



awardees, such as short-listing finalists, ranking proposals, requesting best and final offers, communicating conditional offers based on other proposers' acceptance of other conditional offers, or any other method deemed necessary or advantageous to the County. The final proposed awardee list will be presented to the County Board of Supervisors for final approval and Agreement award.

**D. County's Right to Negotiate Agreements**

The County reserves the right to negotiate an agreement with other concessions providers outside of this RFP, even if such providers did not participate in the RFP process.

**E. County's Reservation of Rights**

1. The County reserves the right to withdraw, modify, suspend, or cancel this RFP, in whole or in part, at any time and without prior notice. The County makes no representations that an agreement will be awarded to any proposer responding to this RFP. The County reserves the right to cancel award of an agreement without liability to the proposer at any time before the agreement has been approved by the County Board of Supervisors and fully executed by all parties.
2. The County reserves the right to reject any and all proposals submitted in response to this RFP. Submittals containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.
3. The County reserves the right, in its sole and absolute discretion, to waive minor irregularities or informalities in any proposal or in the procedures described in this RFP, and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services proposed to be rendered or provided.
4. The County reserves the right, in its sole and absolute discretion, to make all final determinations relating to this RFP.



## Award of Agreement

### A. Execution of Agreement

1. After the Selection Committee's selection and award recommendation is finalized and following the Board's approval of the recommendation, the Department will provide a letter of award to the selected proposer. The Director of Airports shall negotiate the final Agreement with the selected proposer and deliver the Agreement to the selected proposer for execution. The selected proposer shall deliver to the County a signed Agreement within 20 days after receipt of a final negotiated Agreement. Should the selected proposer fail to sign and deliver the Agreement within this timeframe, the Agreement award may be canceled by the Director of Airports, and the Proposal deposit will be retained by the Department as liquidated damages.
2. By executing an Agreement with the County, the proposer represents that it has carefully examined and is familiar with the sites at which any portion of the Agreement is to be performed and with the RFP, including all performance requirements. The proposer further represents and acknowledges that, prior to executing the Agreement, it has made such examinations and investigations as necessary and is satisfied as to the operating conditions at the Airport.
3. No information derived from inspection of County records or reports will in any way relieve the proposer from properly performing its obligations under the Agreement. Available County reports are provided as a convenience to the proposer without any warranty whatsoever by the County.

See the draft Agreement (Appendix 5) for more specific construction and/or improvement requirements.





## **SECTION 7: DESIGN AND CONSTRUCTION**



## DESIGN AND CONSTRUCTION

The selected proposer shall be responsible for remodeling and finishing the leased premises in accordance with the Tenant Design Manual, Concourses A & B, attached as Appendix 6.

### Design Review

Following execution of an Agreement by all parties, the selected proposer shall promptly submit plans for design review to the Department and the Sacramento County Building Permits and Inspections Office. The design review process is to ensure that plans conform to the Tenant Design Manual, Concourses A & B and are in accordance with the proposal accepted by the Department. Upon request by the County, the selected proposer shall implement any design modifications requested to bring the plans into compliance with the Tenant Design Manual, Concourses A & B and any and all local, State and federal requirements. Modified designs and layouts shall be resubmitted until approved by the County.

The selected proposer's failure to timely submit construction plans as required herein and in the Agreement will result in financial penalties as detailed in the Agreement.

### Construction Permit Approval

Following design review and approval by the County, the selected proposer shall begin preparing the construction document drawings. Construction permits are issued by the Sacramento County Building Permits and Inspections Office.

### Turnover Date

As these spaces are currently vacant, it is the intention of the Department to make the assigned food and beverage concession spaces available to the selected proposer for construction as expeditiously as possible upon approval by the County Board of Supervisors of the Agreement.

### Condition of the Space at Turnover Date

The selected proposer will, at its sole expense, be responsible for the design, demolition and removal of interior fixtures and finishes, construction of new concept, and equipping the leased premises in accordance with the Tenant Design Manual, Concourses A & B.



## Commencement and Completion of Construction

Construction within the leased spaces may begin following the:

1. Execution of the Agreement by all parties;
2. Confirmation of release of the space;
3. Approval of selected proposer's design, construction drawings and construction schedule by the Department and the County's Building Permits and Inspection Division;
4. Receipt by selected proposer of all necessary approvals and permits from local, State, and federal agencies; and
5. County's issuance of the Notice to Proceed.

The selected proposer shall complete construction as expeditiously as possible and within the timeline identified in its proposal.

## Coordination of Construction Activities

During construction, the selected proposer will be required to coordinate its activities with the Department so that its work does not interfere with or cause a delay in any airline operations or other activities at the Airport.

## Construction Drawings

Within 90 days after filing a Notice of Completion with the Department, which is due within 10 days after construction completion, the selected proposer shall furnish to the Department one complete set of electronic AutoCAD format Record Drawings and one complete set of either .pdf, .dwf, or .tif files showing the "as-constructed" improvements. Record Drawings shall be dated and stamped by the engineer or architect of record. The selected proposer's failure to submit construction drawings and plans as required herein, and in the Agreement, will result in financial penalties as detailed in the Agreement.





## **SECTION 8: DISCLAIMERS**

## Disclaimers

- A. The County's selection of an operator or operators either from among the proposers responding to this RFP, or otherwise, shall be solely at the County's discretion. The Selection Committee will evaluate proposals based on the criteria listed in this RFP and such other factors as it considers appropriate, and will act, with respect to its discussions, negotiations, and determinations relating to such selection, in accordance with its judgment and in its sole discretion, regardless of whether any proposer or other interested person regards the County's determination as unreasonable, unfair, arbitrary, discriminatory, or capricious.
- B. Neither the expression of a proposer's interest, nor proposer's submission of its qualifications and any other information, nor the acceptance thereof by County staff or the Selection Committee, nor any correspondence, discussions, meetings or other communications between proposer and County or the Selection Committee, nor a determination that a proposer is qualified hereunder shall: (i) impose any obligation on the County to include proposer in any such further procedures which may be utilized prior to County's final selection of an operator or operators under this RFP; (ii) be construed or interpreted by proposer to impose any obligations whatsoever on the County to select proposer as the operator, to discuss any proposal which the proposer may submit, or to enter into negotiations with proposer; or (iii) entitle proposer to any compensation or reimbursement for any costs or expenses incurred by proposer in connection with this RFP.
- C. The cost of developing a proposal in response to this RFP is entirely the responsibility of the proposer and cannot be charged to the County or included in the cost elements of any agreement awarded pursuant to this RFP.
- D. Proposer acknowledges and agrees that neither the County nor any person on behalf of County has made any claims, representations, or warranties, express or implied, regarding the business venture proposed by proposer at the Airport, including any statements relating to the potential success or profitability of such enterprise.

The County explicitly states that operating any business anywhere involves the risk of business failure, including the operation of a business at an airport. The County will not guarantee the success or profitability of any activity at the Airport. Proposer and their representatives, agents, and affiliates (including prospective subtenants and joint venture partners, and the agents and representatives of any subtenants or joint venture partners)



represents and warrants that all interested parties have made independent investigations into all aspects of the business venture, including its potential for success and failure.

Proposer has independently decided that it wishes to pursue this opportunity, and to accept an agreement for the proposed concession development and management opportunity should the same be tendered in response to its proposal. Proposer and its representatives, agents, and affiliates (including prospective subtenants and joint venture partners, and the agents and representatives of any subtenants or joint venture partners) agree, through the acceptance of an agreement resulting from this RFP, and affirmatively assert that it will not seek for the County to remedy any business success or failure issues that are not a result of the direct action or inaction of the County, including, but not limited to: (i) initiation or cessation of air service by any airline or to any destination; (ii) a shifting of passengers to or from any part of the terminal or Airport; (iii) a substantial change in operations at the Airport due to any Force Majeure cause, as such terms are defined in the Agreement; and/or (iv) a substantial economic slowdown either in the Sacramento area or nationwide.

- E. The County may consult all personal, business, and financial references familiar with proposer's prior operations and construction or management of prior projects. Submission of proposer's response to the RFP shall constitute permission for the County to make such inquiries and authorization to third parties to respond thereto.
- F. The County shall not be obligated to respond to any proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
- G. Statistical information contained in this RFP shall be used for informational purposes only. The County is not responsible for any inaccuracies or interpretations of the statistical information provided during the RFP process. The County makes no representations as to the number of future enplanements and/or amount of future revenues at the Airport.
- H. All proposals and supplementary material will become the property of the County upon receipt, and no materials will be returned to Proposer. Proposer is advised that all information included in proposals may be made available to the public in accordance with appropriate policies, statutes, ordinances and/or regulations including, but not limited to, the California Public Records Act and the Freedom of Information Act.





## **SECTION 9: LIST OF ATTACHMENTS**

## Attachments to this RFP

### Attachments

Attachment A	Addenda Acknowledgement Form
Attachment B	Business Organization Summary
Attachment C	References Form
Attachment D	Declaration of Non-Collusion
Attachment E	Labor Peace Policy Form
Attachment F	ACDBE Joint Venture Information Form
Attachment G	Active Participants Collection Form
Attachment H	Pro-Forma Operating Statement
Attachment I	Project Cost Analysis Form
Attachment J	Facility Build-Out Investment Proposal Form

### Appendices

Appendix 1	Historical Concession Sales – Terminal B
Appendix 2	Monthly Enplanements – Terminal B
Appendix 3	Forecast Enplanements – Terminal B
Appendix 4	Aircraft Seat Capacity – Terminal B
Appendix 5	Food & Beverage Concession Agreement
Appendix 6	Tenant Design Manual, Concourses A & B
Appendix 7	Waste Management Policy



# THANK YOU

## Sacramento County Department of Airports



**Cindy Nichol**  
Director of Airports



**Stephen Clark**  
Deputy Director,  
Commercial  
Development



**Andrew Durkee**  
Manager, Concessions



**Michael Gladwill**  
Airport Economic  
Development Specialist

