



**NORTHWEST FLORIDA**  
BEACHES INTERNATIONAL AIRPORT

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

**SOLICITATION NO. RFP 2026-02**

**FOR**

**AIRPORT CONCESSIONS**

**FOR**

**NORTHWEST FLORIDA BEACHES INTERNATIONAL  
AIRPORT (ECP)**

**PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT  
6300 WEST BAY PARKWAY, SUITE A  
PANAMA CITY, FLORIDA 32409  
PHONE: (850) 636-8950  
[www.iflybeaches.com](http://www.iflybeaches.com)**

**November 17, 2025**

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## **I. INTRODUCTION & RFP TERMS**

### **A. General Information**

The Panama City-Bay County Airport and Industrial District (“District”) d.b.a. Northwest Florida Beaches International Airport (“ECP” or “Airport”) is requesting proposals from qualified Concessionaires for the concessions of retail, vending, food and beverage (including full-service restaurant and bar), coffee shop, and retail shops.

ECP is seeking partnerships with Concessionaires to enrich visitors’ first impressions of Northwest Florida, home to the world’s most beautiful beaches. The District intends to consider either the award of multiple contracts for separate portions of the overall concession operations or one master agreement for the operations of the food, beverage, vending, and retail space.

### **B. Background**

The District is governed by a Board of Directors consisting of seven members appointed by the City of Panama City Beach Commission (2), City of Panama City Commission (2), Bay County Commission (2), and the Walton County Commission (1), with each member serving a four-year term. The District is an independent special district pursuant to Chapter 189, Florida Statutes, and operates in accordance with Federal Aviation Administration and State of Florida requirements and guidelines. Chapter 2010-274 and 2005-311 of the Florida State Statutes contain the full text of the enabling legislation for the District, an independent special district with no taxing authority.

The District Board of Directors meet monthly, generally on the fourth Wednesday of the month at 9:00 AM, Central Standard Time. Meetings are publicly advertised and available on the District’s website. All meetings are conducted in accordance with Florida Statutes, Government-in-the-Sunshine Law.

The District is supported by revenue generated from its operations with fees collected from sources such as airline use, concessions, lease agreements, rental car concessions, parking, hangar leases, and building and land leases. The District collects no ad valorem (property) taxes; therefore, no local tax money is used in airport operations, development, or expansion.

The District owns approximately 4,000 acres that is home to general aviation aircraft and helicopters, commercial airlines and charter services, two Fixed Base Operators (FBO), T-hangars, corporate and general aviation hangars, aircraft maintenance/repair facilities, and flight schools. The airfield consists of one 10,000-foot runway and an Air Traffic Control Tower. In calendar 2024, there were 86,764 flight operations and the Airport served 1,878,945 total airline passengers.

### **C. Term**

The resulting Lease and Concessions Agreement will be effective for a term of five (5) years, and may be renewed at the discretion of the District, for a term of five (5) years at the same terms and conditions. A sample contract, Concessions Agreement, is included herein as Attachment C. The contract start date will be March 1, 2026.

#### D. Confidentiality/Public Records

By submitting a response to this solicitation, Respondent(s) acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes).

The Respondent(s) further acknowledges that any materials or documents provided to the District may be “public records” and, as such, may be subject to disclosure to, and copying by, the public, unless otherwise specifically exempt by statute. Should a Respondent provide the District with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase “Proprietary Information” on the face of each affected page of such material. The Respondent shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

#### E. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/RFP for a contract to provide any goods or services to a public entity, may not submit a proposal/RFP for a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals/RFPs for any lease of real property from a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Respondent(s) certifies by submission of this RFP, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

#### F. Right to Reject Proposals

The District reserves the right to reject any or all proposals or to waive any informality in the proposal.

#### G. No Reimbursement of Expenses

There is no express or implied obligation for the District to reimburse Respondents for any expenses incurred in preparing a proposal in response to this request.

#### H. Drug Free Workplace

Any person submitting a proposal in response to this RFP must execute and enclose the “Drug-Free Workplace” form (Form 9) and submit it with their proposal. Failure to complete and submit this form may result in disqualification.

I. Procurement Officer

The Procurement Officer is the sole point of contact for this RFP. All inquiries shall be addressed to the following:

**Gerri Lynn Faircloth**  
**Contracts and Procurement Manager**  
Panama City – Bay County Airport and Industrial District  
6300 West Bay Parkway, Box A  
Panama City, Florida 32409  
Email: [procurement@pcairport.com](mailto:procurement@pcairport.com)  
Phone: 850-636-8950

J. Questions

All questions shall be in writing and the questions shall be submitted to the Procurement Officer, via email, by the due date prescribed in the Timeline of Events. Respondents shall ensure the email contains “*RFP-2026-02, Airport Concessions*” in the subject line of the email. Answers to submitted questions will be posted on DemandStar, via an addendum, on the date and time specified in the Timeline of Events.

K. Cone of Silence

From RFP release through award or cancellation, all Respondent or any subconsultant contact must be directed only in accordance with Section J. Ex parte communications with any District employee or representative, including any District Board member, regarding this RFP, the qualifications of any Respondent, the selection of any Respondent, or any other matters related to this RFP is strictly prohibited. Contact with any District official, District employee, or representative for inquiries regarding this RFP or the meaning or interpretation of these specifications shall be grounds for disqualification. All communication shall go through the Procurement Office identified in Section I.

L. Timeline of Events

The table below contains a timeline of events for this solicitation. All Respondents shall become familiar with the dates. If changes are made to the timeline an addendum will be issued to the RFP. It is the Respondent’s responsibility to monitor for any changes to this timeline and to submit replies on the date and time specified.

**All times are Central Time. Late responses will not be accepted.**

Timeline of Events		
Event	Date	Time (CT)
Request for Proposal (RFP) launches on: <ul style="list-style-type: none"> <li>• DemandStar: <a href="http://www.demandstar.com">www.demandstar.com</a></li> <li>• ECP Website: <a href="http://www.iflybeaches.com">www.iflybeaches.com</a></li> <li>• Bay Co. website: <a href="http://www.publicnoticesbaycountyfl.gov">www.publicnoticesbaycountyfl.gov</a></li> </ul>	November 17, 2025	N/A
<b><u>Mandatory</u></b> Pre-proposal/Site Visit	December 3, 2025	10:00 AM
Deadline for Vendor Questions	December 4, 2025	5:00 PM
Posting of District Answers to Vendor Questions	December 5, 2025	5:00 PM
PUBLIC MEETING – PROPOSAL OPENING Airport Admin Office 6300 West Bay Parkway, Box A Panama City, Florida 32409	December 11, 2025	2:30 PM
Evaluation Scoring Period	December 16, 2025 through January 6, 2026	N/A
Short List Posted for Presentations/Interviews (if needed)	January 7, 2026	5:00 PM
Presentations with Short Listed Respondents (if applicable)	January 14-16, 2026	TBD
Review and Approval by Board of Directors at Special Board Meeting	January 28, 2026	9:00 AM
RFP Award	January 29, 2026	5:00 PM

#### M. Addendum

If it becomes necessary to revise any part of this RFP, an addendum will be issued in writing and posted on the DemandStar website. All addenda issued by the District must be acknowledged in writing by the Respondent. Verbal information obtained otherwise will not be considered in the selection of the Respondent. It shall be the Respondent's responsibility to ensure all addenda has been reviewed by visiting the DemandStar website.

#### N. Independent Contractor

The selected Respondent shall not, by entering into a contract, become a servant, agent, or employee of the District, but shall always remain an independent contractor to the District. The contract shall not be deemed to create any joint venture, partnership, or common enterprise between the vending contractor and the District, and the rights and obligations of the parties shall not be other than as expressly set forth.

#### O. Grievance

Any person who is adversely affected by the District's decision or intended decision shall file with the District's Executive Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in this RFP, the notice of protest shall be filed in writing within 72 hours after the posting of the RFP. The formal written protest shall be filed within 10 days after the date the notice of intent to protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph set forth.

#### P. Bonds

Prior to the commencement of any work, Concessionaire shall post a non-interest-bearing security deposit with District in an amount equal to three (3) months of the first Contract Year Minimum Annual Guarantee ("Security Deposit"), which may be adjusted annually on the anniversary date. The Security Deposit shall serve as security for the payment of all sums due to District and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of (i) cash held on deposit with the District in a non-interest-bearing account; (ii) a Letter of Credit ("Letter of Credit") or (iii) a Surety Bond ("Bond"). Any Letter of Credit or Bond shall be in form and substance, and containing only those conditions satisfactory to District and issued by a bank or surety company that is authorized to do business in the State of Florida. In the event of any failure by Concessionaire to pay any sums, fees, rentals or charges to District when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to District at law or in equity, District shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with cash, a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less



than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to District that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Article 5.07 shall: (i) entitle District to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Agreement entitling District to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are performed and satisfied. Prior to consent from District to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a non-interest-bearing Security Deposit to District in accordance with the terms and conditions of the resulting agreement. The obligations arising under Article 5.07 shall survive the expiration or termination of the sample Agreement.

#### Q. Insurance Requirements

The successful Respondent shall maintain, at its own expense, continuous insurance as set forth below:

- |  |                         |
|--|-------------------------|
| 1. Worker's Compensation and Employers' Liability:                                 | Statutorily Required    |
| 2. Comprehensive General Liability Bodily Injury and Property Damage Combined      | \$2,000,000/\$2,000,000 |
| 3. Automobile Liability Bodily Injury and Property Damage Combined                 | \$1,000,000/\$1,000,000 |
| 4. Professional Liability Insurance Including Errors and Omissions (if applicable) | \$1,000,000/\$1,000,000 |
| 5. Liquor Liability  | \$1,000,000/\$2,000,000 |

Insurance shall indemnify the District against all claims arising under or because of the performance of the services. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. The District must also be provided with thirty (30) days' notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

#### R. Badging Safety and Security

Consultant, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the District and the Transportation Security Administration (TSA). Any of persons who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the District's Police Department. At the time the application is made, the Respondent is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$25 per badge and \$29 per Security Threat Assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a lost badge fee. Any person who will be required to drive inside secured Airport areas must attend

and successfully pass an Airport approved driver training program. No vehicle may be driven on Airport property without the driver possessing a valid State issued operator's license. No vehicle shall be driven on Airport property without proper identification (company logo or Airport decal), proper safety markings and proper insurance coverage. All drivers must comply with Airport procedures. No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000. Details and forms are available on the Airport's website at [www.iflybeaches.com](http://www.iflybeaches.com), "Airport Business", "Badging".

#### S. Warranty

The Respondent/Concessionaire warrants to the District that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified herein and will be merchantable, free from any defects in workmanship, material and design' fit for their intended purpose' and operate as intended.

#### T. Responsible Vendor Determination

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

#### U. Laws

Compliance with EEOC and Federal Laws: To the extent set forth in the respective statutes, Respondent shall comply with the provisions of:

1. Title VII of the Civil Rights Act of 1964;
2. Age Discrimination in Employment Act of 1967;
3. Title I of the Americans with Disabilities Act of 1990;
4. Equal Pay Act of 1963;
5. Fair Labor Standards Act of 1938; and
6. Immigration Reform and Control Act of 1986.

**Exhibit A to the Sample Contract (Attachment F) contains additional required provisions for the contract:**

• Access to Records and Reports	• Equal Employment Opportunity Clause
• Buy American Preference	• Equal Employment Opportunity Specifications
• Civil Rights – General	• Prohibition of Segregated Facilities
• Civil Rights – Title VI Assurances	• Procurement of Recovered Materials
• Civil Rights – List – Pertinent Authorities	• Termination of Contract (for Convenience)
• Energy Conservation Requirements	• Breach of Contract Terms

• Occupational Safety and Health Act of 1970	• Clean Air and Water Pollution Control
• Veteran's Preference	• Affirmative Action Requirement
• Seismic Safety	• Distracted Driving – Texting When Driving
• Copeland Anti-Kickback Act	• Davis-Bacon Requirements
• Federal Fair Labor Standards Act (Federal Minimum Wage)	• Contract Workhours and Safety Standards Act Requirements
• Rights to Invention	

#### V. Title VI Solicitation Notice

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The requirements of 49 CFR part 26 apply to the resulting contract. It is the policy of the District to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The District encourages participation by all Respondents qualifying under this solicitation regardless of business size or ownership.

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## **II. PROPOSAL CONTENT AND ORGANIZATION**

Respondents shall limit submittals to the requested and essential information as required by the content of this RFP. The District will not be responsible or reimburse any cost associated with the development of proposals, interviews and/or presentations.

To maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below.

Please submit one (1) original copy, five (5) paper copies, one (1) electronic copy in Adobe PDF format on a USB storage drive, and one (1) copy with proprietary or confidential information redacted, if applicable, in Adobe PDF format. Proposals should have a table of contents, tabbed sections as specified, and all copies shall mirror the original. Proposals shall be limited to no more than 100 pages.

### **A. Mandatory Compliance Review**

For a proposal to be considered for evaluation, and Respondent(s) to be considered for an award, Respondent(s) must:

1. Be registered to do business in the State of Florida or attest to having registration completed before execution of the concessionaire agreement; and
2. Must have performed similar services for a minimum of five (5) years for which services were performed within the last ten (10) years; and
3. Provide all mandatory forms specified throughout this RFP; and
4. Provide a letter of intent attesting to the ability and guarantee to meet the insurance and bonding requirements set forth in this RFP and signed by an authorized representative; and

### **B. Technical Proposal Content**

Evaluators will independently review and score the Technical Proposal(s) received from responsive and responsible Respondents using the evaluation criteria described in Section III, Scoring Criteria and Evaluation.

#### **TAB 1: Proposed Concessionaire Concepts**

- A. The Proposal must include a letter of transmittal attesting to its accuracy, signed by an authorized individual on behalf of the Respondent to include Respondent's name, address, telephone number and email address, the name of the executive whom has the authority to make decisions and serve as the point contact for the District during the procurement process as well as the subsequent agreement, if awarded. This can be one person or Respondent may identify separate individuals for this provision.
- B. Respondents must provide evidence that they are fully competent and capable to perform the services with a minimum of five (5) years prior experience in: marketing, development, operating, and management of food & beverage facility(ies) or retail and vending service concession operations at airports, other transportation facilities, shopping centers, hospitals, convention centers, or governmental entities within the

- past ten (10) years. Respondent must provide evidence of possession of the necessary skills, experience and capacity to fulfill the requirements of a lease and concession agreement. Respondents shall submit the required historical financial information for the proposing entity as described herein and any joint venture or affiliate entities and specifically indicate which entity will be financially responsible for the Lease and Concession Agreement if the Respondent is selected.
- C. Respondent must provide a listing of existing food and beverage and/or retail and vending obligations (whether leased or owned) in operation over the last five (5) years with contact information for landlords/lessors, where applicable. Respondent must provide Respondent Attestation, Attachment E, Form 1, certifying the information provided within is true and accurate and Respondent understands the expectations and requirements specified in this RFP.

TAB 2: Management, Organization, and Business Information

- A. Respondent must provide the proposed Resident Manager's resume of experience. If the Resident Manager has not been identified at the time of proposal submission, provide a summary of the qualifications and experience required.
- B. Respondent must provide a list of comparable projects managed by the proposed Resident Manager, if known at the time of proposal submission.
- C. Respondent must provide a detailed description of the management structure and operating program (including staffing plan) to be used in the operation of this concession. Please describe the relationship of the local operating staff into the corporate structure if part of a larger corporation. Respondent may use charts, pictures, and diagrams as necessary.
- D. Respondent must describe your company's customer service philosophy and the ongoing training of staff that will be utilized during the resultant lease and concessionaire agreement.
- E. Respondents' personnel shall be required to wear a uniform that identifies that individual and the Concessionaire business names while providing services. Respondent shall provide a depiction of any proposed logo or uniform, if available. The awarded Concessionaire must receive the Executive Director's approval on the final uniform selection.

TAB 3: Financial Statements and Responsibility

Respondent must demonstrate financial responsibility and must demonstrate a net worth that will sustain the business operations that are required to be performed and maintained.

Respondent shall submit the following information as appropriate to their submittal for the past five calendar/fiscal years.

- A. Individuals: Respondent shall include audited financial statements of the partnership/individual if available. If no audited financial statements are available for the Respondent, Respondent shall provide any reviewed financial statements issued by a Certified Public Accountant (CPA). If there are no audits or reviews of financial statements available, Respondent shall respond by stating that no audit or review has been performed, therefore no documentation attached. As such, Respondent shall provide financial statements, including balance sheets and income statements, for the past five (5) years prepared in accordance with generally accepted accounting principles (GAAP) and tax returns for those periods.
- B. Joint Ventures and Partnerships: If the Respondent is a new joint venture, each of the participants included in the response shall provide audited financial statements. If no audited financial statements are available for the participants, Respondent shall provide any reviewed financial statements issued by a CPA for each participant. If no audited or reviewed financial statements are available, Respondent shall respond by stating for each participant that no audit or review has been performed and that no reviewed or audited statements have been included. As such, Respondent shall provide financial statements, including balance sheet and income statements, for the past five (5) years prepared in accordance with generally accepted accounting principles (GAAP) for each participant and tax returns for those periods.
- C. Corporations/LLCs: Respondent shall provide previous five years annual tax returns or CPA prepared audited financial statements
- D. The Airport reserves the right to request additional financial information from any Respondent.

If a Respondent submits financial statements for a parent company and is thereafter awarded the Concession Agreement, the parent company shall be required to also execute the Concession Agreement, such that it is bound jointly with the Respondent/subsidiary to the obligations of the Concession Agreement. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concession Lease Agreement to be awarded.

Respondent acknowledges by submitting a proposal that any existing debt or previous default on an agreement with the District and/or agreement from the past five (5) years may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous agreement with the District may be cause for rejection of the proposal.

Respondents must include a statement declaring whether the Respondent has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court, and the status of each occurrence. If the Respondent or any principals have ever had a bond canceled, provide a separate statement indicating the conditions and resolution of the matter.

#### TAB 4: Capital Improvements to Concession Space

Provide a conceptual plan (i.e. drawings or depictions of intended modifications food & beverage, retail, and vending concessions space(s) or the portion thereof proposed to be developed by the Respondent. Provide a detailed description of the conceptual plan and marketing strategy. The minimum requirements of all Capital Improvements shall include, but not limited to, the following:

- A. The proposed layout of the concession space.
- B. Front elevation of the proposed conceptual plan.
- C. Architectural style, general design, color scheme, signage, and themes.
- D. Proposed facility design, including type of construction, compliance with Federal Aviation Administration or Transportation Security Administration design limitations, in accordance with [AC 150/5360-13](#), and the general appropriateness of the themes and concepts proposed to the Bay and Walton County markets.
- E. A design and description of any proposed kiosks, carts or free-standing concession stands.
- F. Proposed equipment and furnishings.
- G. Utility connections.
- H. The approximate square footage investment for each CSA (existing and new space) included in the Proposal.

#### TAB 5a: FOOD, BEVERAGE AND VENDING - Menu, Pricing Program and Level of Service (Mandatory submittal if Respondent is providing a reply for this scope of services)

- A. Menu concepts for ECP should include local, national, or regional branding; healthy food choices, and alcoholic beverages, while highlighting local businesses, the community, and the culture of Northwest Florida. Menu offerings should address the medical needs, dietary restrictions, and cultural differences of customers at the Airport, with options such as vegetarian, vegan, gluten-free, halal, etc. The Airport's overall goal for this concession solicitation is to provide the public with outstanding quality and a variety of appetizing food and drink choices that appeal to contemporary public needs and preferences, with street pricing increased by 10% compared to similar facilities outside the airport environment.

The District desires to upgrade the existing program to become a customer-focused program that offers a wide variety of products and services at each CSA. The District encourages Respondents to provide a wide variety of products so that customers can purchase as many products as possible at each location. Menus will be posted in



- dynamic menu boards clearly visible at ordering locations. Printed menus will also be available where appropriate
- B. A proposed menu and pricing for each CSA shall be included and should indicate the quality, variety, and creativity of product offerings. The proposed menu must include the type of food and beverage service, the reasons and strategy for the concepts, and local offerings that reflect the area and culture.
  - C. The menu shall provide a kid-friendly menu suitable for toddlers through adolescents.
  - D. The menu for each CSA must include a detailed description of all proposed menu items and provide the proposed price list.
  - E. The District desires to have alcoholic beverage options available for on-premises consumption that include a wide variety of national and local products. Respondents are encouraged to consider the following in their proposal:
    - 1. A variety of national domestic beers, IPAs, non-alcoholic options, and seltzers.
    - 2. Local brewery options highlighting beers from around the Region. These should be included in as many CSAs as possible that offer alcohol as possible and will be included in the local participation requirement.
    - 3. A full complement of mixed drinks.
    - 4. A variety of wines to include wines from the region
  - F. Proposal shall indicate what sale incentives or programs that will be made available for the Airport's tenants and employees.
  - G. The proposed menu must include milk in various milk fat options as well as a lactose-intolerant option.
  - H. Describe the procedures for handling customer service and addressing customer complaints.
  - I. Provide a plan for transition from the current concessionaire, if applicable.
  - J. During the construction phase, and subject to the Airport's discretion on placement, sizing, spacing, and setbacks, kiosks will be allowed upon Airport approval. Please indicate a proposed theme, menu and pricing for items to be sold. Kiosks will be allowed only on a temporary basis until construction completion, unless determined to be in the best interest of the Airport.

**TAB 5b: RETAIL - Proposed Retail Offerings, Pricing Program, Level of Service**  
**(Mandatory if Respondent seeks to be awarded Retail Concessions)**

- A. Preferred concepts at Northwest Florida Beaches International Airport include both travel necessities and national, regional, and local branded merchandise. The District's goal of this concession solicitation is to provide the public with outstanding quality and variety of choices that appeal to contemporary public needs and preferences that are to be provided at a maximum markup of 10% above the average



street prices when compared to similar facilities outside the airport environment. All retail offerings from local suppliers/products can be counted against the local requirement goal. Retail should provide a broad-based offering typically found at full-service airport retail venues.

- B. Respondent should include proposed product offerings, including quality, variety, and creativity of product offerings, including apparel and merchandise that identify destination towns, landmarks, or venues such as 30A, Panama City Beach, Florida Emerald Coast, Pier Park, etc.
- C. Describe in detail the products proposed, with reasons and strategy for the concepts proposed as well as local offerings that reflect the area and culture including a proposed price list.
- D. Proposal shall indicate what sales incentives or programs that will be made available for the Airport's tenants and employees.
- E. Describe the procedures for handling customer service and addressing customer complaints.
- F. During the construction phase, and subject to the Airport's discretion on placement, sizing, spacing, and setbacks, kiosks will be allowed upon Airport approval. Please indicate a proposed theme, menu and pricing for items to be sold. Kiosks will be allowed only a temporary basis until construction completion.

TAB 5c: VENDING: Vending Options and Pricing:  
(Mandatory if Respondent seeks to provide Vending)

Vending is considered a customer convenience by the District to supplement the concession operations during peak times and when the concessions are closed. The designated vending CSA locations should include a variety of vending products that support customer needs consistent with the products outlined in each package. For proposed product offerings including quality, variety, and creativity of product offerings, Respondent should include the following:

- A. Describe in detail the products proposed with reasons and strategy for the concepts proposed as well as local offerings that reflect the area and culture.
- B. Provide the proposed price list.
- C. Provide number of vending machines being proposed.
- D. Provide proposed vending machine type, i.e. food, necessity items, beverages.
- E. Describe level of service and support.
- F. Describe schedule of refreshing items and schedule of restocking offerings.

TAB 6: Marketing Plan

Provide a detailed description of how the concession will be marketed to airport customers. Description shall include methods and proposed strategy for maximizing projected revenue and proposed annual marketing budget.

TAB 7: Discount Program

Please provide a proposed Employee and/or Military Discount Program to include the following:

- A. A proposal any employee discount program for food, non-alcoholic beverages, and retail products for each CSA for which the discount would apply. Employees will be required to present an active airport employee badge to receive any discount offered. All sales must be recorded as employee discounted sales.
- B. Optional: Respondents should include in their proposal if they are interested in providing a military discount program different than the standard employee discount. If included, Respondents should include the terms and conditions for any such discount program.

If no discount program is to be proposed, please state as such.

TAB 8: Timeline

- A. Describe the time frame for proposed construction of improvements/renovation of the proposed food and beverage, retail, and/or vending concession space to include project commencement and official opening date.
- B. Provide a description of how food and beverage service (if proposed) will continue to be provided to the public during construction and renovations proposed.
- C. Provide a proposed schedule for operations of the concessions.
- D. Provide a plan with a timeline for transition from current concessionaire if awarded.

TAB 9: References

The references provided will be contacted by the Procurement Officer. The Procurement Officer will attempt to contact the business's point of contact provided a maximum of three times and after the third attempt with no response, the Procurement Officer will assign zero points for that reference.

Please provide names, addresses, and telephone numbers of at least three (3) business references, including at least one (1) Airport or Governmental Entity that Respondent has had an active agreement within the last five (5) years.

Please use Reference Forms in Section V – C. – References.

### C. Minimum Annual Guarantee & Concession Fee Proposal

Each Respondent must submit a price for the Minimum Annual Guarantee (MAG) utilizing Attachment B, Financial Proposal, in the format provided on Attachment B. The MAG will be due to the District regardless of the amounts earned by the Respondent, excluding any provisions allowed in the Concession Agreement. Proposals must include the minimum amount Respondent intends to pay to the District on an annual basis.

Additionally, the Response shall also include a schedule of Concession Fees proposed, listed with concession type and percentage of concession fee to be paid.

Should the concession fees exceed the MAG on a monthly basis, Respondent shall pay the excess to the District each month. Should the concession fees not meet the MAG on a monthly basis, no credit will be allowed until the annual audit is completed and a true-up amount is determined.

The points for the percentage fee of MAG and proposed Concession Fees must be submitted in a **separate, sealed envelope marked "Financial Proposal."** The District Evaluation Committee will score the Technical Response and the Procurement Office will score the Financial Proposal and be responsible for factoring in the points associated with MAG in accordance with the section Scoring Proposal below. Failure to fully complete Attachment B will be considered nonresponsive. If the Respondent is a corporation, said form shall be signed by the duly authorized officer of such corporation. Signatures on said form must be witnessed and attested to.

### D. Mandatory Form Requirements

The following forms found in Attachment E **MUST** be completed by the Respondent and submitted with the Proposal. Failure to submit these forms may cause the Proposal to be deemed nonresponsive. However, the District reserves the right to waive any minor irregularity if it is in the best interest of the District to do so.

1. FORM 1 - Certification of Mandatory Responsiveness
2. FORM 2 - Non-Collusion Affidavit Form
3. FORM 3 - Anti-Lobbying Form
4. FORM 4 - Debarment Certification
5. FORM 5 - Trade Restriction Certification
6. FORM 6 - Acknowledgement of Addenda (still required if none are issued)
7. FORM 7 - Sworn Statement Pursuant to Section 287.133 (3)(A) F.S. on Public Entity Crimes
8. FORM 8 - Drug Free Workplace

### **III. SCORING CRITERIA AND METHODOLOGY**

#### **A. Evaluation Team**

All Responses will be reviewed by the Procurement Officer to certify that the mandatory elements as described in this RFP are met. All technical elements of the proposal will be scored by the Evaluation Committee, which shall consist of members of the District staff and/or Board of Directors selected by the Executive Director, utilizing the scoring criteria as provided below. Each member will score each Proposal independently and the scores will be tabulated by the Procurement Officer. The Evaluation Committee will hold a public meeting to discuss the proposals and scoring. The Respondent with the highest cumulative score will be recommended for the resulting contract to the Board of Directors for approval, in accordance with the rules, laws and regulations of the Federal government, the State of Florida, and the District's purchasing policy.

#### **B. Proposal Scoring Criteria**

Proposals can receive a maximum of 100 points per the criteria listed below.

Proposals that pass the mandatory items will be evaluated and scored based on the technical and financial response criteria so defined within this section. Evaluators will score the technical response of the proposal and the financial response will be scored using the methodology of the formula below. The relative importance of criteria is indicated by the weight factor assigned to each evaluation criteria. General scoring guidelines include generating a whole-number score from zero (0) to the maximum allotment for each evaluation criterion.

Characteristics that will positively affect the score include, but are not restricted to, whether the Proposal addresses all required criteria, clearly describes what the Respondent intends, demonstrates a clear understanding of the District goals and objectives and shows commitment to those goals and objectives, adds additional value, and exceeds minimum requirements in ways beneficial to the District.

Characteristics that will negatively affect the score include, but are not restricted to, whether a required criterion is not sufficiently addressed, RFP requirements that are simply restated (which does not provide evidence of understanding) and plans and technical solutions that are high risk.

Evaluators will enter the assigned score for each criterion into a worksheet that corresponds to the evaluation criteria in the table below, with each evaluator completing a separate worksheet for each proposal being scored.

Proposals will be evaluated based on the Respondent's attention to the information requested in Tabs 1 through 8 in Section II. Proposal Content and Organization, B. Technical Proposal Content, as well as any additional information the Respondent wishes to provide that relates to the specific areas addressed in each Tab. The District does not have to consider any information about an area if it is not included in the specified Tab.

SCORING CRITERIA		
EVALUATION CRITERIA	AVAILABLE POINTS	EVALUATOR SCORE
<b>OVERALL CONCEPT</b> 1. Variety of Offerings 2. Local Participation 3. Menus and Pricing 4. Capital Investment	<b>40</b>	
<b>MANAGEMENT AND QUALIFICATIONS</b> 1. Staffing Plans 2. Manager Qualification 3. Financial Stability	<b>20</b>	
<b>MARKETING PLAN</b> 1. Industry leading methods 2. Convenience and ease 3. Outreach	<b>10</b>	
<b>FINANCIAL PROPOSAL</b> <u>Each Portion of Response is Allocated the indicated maximum point value:</u>  Food/Beverage/Vending Concession Fee – 15 points Alcohol Concession Fee – 9 points Minimum Annual Guarantee – 6 points  OR  Retail/Vending Concession Fee – 22.5 points Minimum Annual Guarantee – 7.5 points	<b>30</b>	
<b>TOTAL:</b>	<b>100</b>	

### C. Technical Evaluation

Total scores from each evaluator will be tabulated to determine a Technical Evaluation Score not to exceed 100 points. The technical review score will be used with other factors to compute an Aggregate Score (see Section C. below).

### D. Financial Proposal

The Respondent submitting the highest Financial Proposal as described in Attachment B, Financial Proposal, will receive the maximum points allotted. All other Cost Proposals will receive a relative percentage of the dollar amount higher than the lowest price.

The MAG and the Concession Fee will be combined to get the highest Financial Proposal, as shown in Attachment B.

The financial points will be determined in accordance with the following formula for each category shown in the Scoring Criteria table above:

Response with the highest Proposal (per category) = A

Respondent's Proposal (per category) = B

Total Possible Points for Proposal (per category) = C

Points Earned by Respondent for Financial Proposal (per category) = D

**$A/B \times C = D$**

**The points per category will be added together to calculate the total Financial Proposal points.**

#### E. References

The reference checks will be completed by the District in accordance Attachment D - References, Forms 1 and 2, Respondent Reference Forms and Company Reference Forms.

#### F. Aggregate Score

Aggregate Score will be calculated using Technical Evaluation points + Percentage Fee points + Reference Points = Aggregate score.

#### G. Short List

The three highest aggregate scores may, in the District's sole discretion, be given the opportunity to present to the evaluation committee the company highlights, suggested value adds, as well as answer any questions the evaluation committee may have. Scoring for the short-listed vendors will be done in accordance with the evaluation committee's determination of material or areas to expound upon.

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#### **IV. SCOPE OF SERVICES**

##### **A. Intent**

The District desires to secure a Concessionaire(s) to provide the highest level of service and products for vending, food and drink, and news and sundries at the Northwest Florida Beaches International Airport.

The District intends to award food and beverage/vending, and retail concessions (each a “Concessions Category” and collectively the “Concessions”) to one successful respondent per Concessions Category or, in its sole discretion, to any number of sub-awards based on the Respondent's ability to meet the District's needs as more particularly set forth herein. The goal of this Request is to offer Concessions from successful Respondents across all areas of the Terminal to capitalize on the varied offerings available and to provide customers with a broader range of choices.

Respondents are encouraged to submit a response to as many Concessions Categories as it may competently provide. Proposals submitted for each Concessions Category will be evaluated individually based on the specific program proposed for each package submitted. If a Respondent only proposes in one Concessions Category, the proposal will be evaluated for that package only. The District will award the Concessions Categories based on the scoring from the evaluation team. An award will be made to one or multiple Respondents, depending on the overall scores for each package. Final selection will be determined by the District Board of Directors.

The goal of the Concessions program is to offer a diverse selection of high-quality local and national brand food and beverage products at competitive prices that deliver a positive customer experience. The minimum local participation is forty percent 40%. Local participation means businesses and brands that are based in Bay or Walton County, Florida. Local participation must be authentic and not a created local name reference generically operated by the Concessionaire. If a local restaurant, coffee venue, or bar is being proposed, the branding, menu, products, and pricing must be consistent with local locations. Due to the limited amount of concession space, Respondents are encouraged to maximize utilization of each Concession Space Area (“CSA”) to make the customer experience as much of a “one stop” shopping experience as possible.

Retail CSAs should include products that are nationally recognized along with local products and apparel that promote and represent the region. Subunits within the CSA are encouraged to bring a focus to specific national and regional product lines. Respondents are encouraged to offer as wide a variety of products as possible within the CSA areas to maximize the product offerings for the customer and generate the highest sales. Like the food and beverage CSAs, “one stop” shopping is the desired approach. If there are additional products that exceed the desired offerings outlined for a CSA, Respondents are encouraged to include as much as is reasonably feasible without compromising the core requirements.

Vending locations are intended to provide an attractive alternative during the times when concessions are open but a customer may want a simple alternative, as well as to support operating staff and passengers when concessions are closed. Therefore, Respondents are encouraged to offer vending options that should include meal-level food alternatives, hot and cold



drinks, and traditional snack options or retail items. Prices for vending items shall not exceed street rates +10%.

The District is committed to ensuring not only a strong presence of national brands, but also is encouraging a commitment to local and regional brands and products. Therefore, a goal of forty percent (40%) participation is being established for local participation. Participation can be measured by a combination of the following:

- a) As a percentage of square footage of the total package, whether subcontracted, subleased, or representation of product placement.
- b) As a percentage of the products offered (e.g. 4 local beer taps out of 10)
- c) Any combination that reasonably substantiates a local presence of forty percent (40%) participation.

Respondents shall include in their proposals how they intend to achieve the 40% local participation goal. If the goal is not achieved, Respondents will outline in detail all good faith efforts made and the reasons that the overall package goal is not achieved. The District reserves the right to assess the good faith efforts to determine if the Respondent has the potential to meet this goal in the future.

If Respondents are submitting proposals for more than one Concessions Category, the background information for the Respondent does not have to be included in both package submissions.

The proposed products and services identified in the packages represent a baseline approach to meet the requirements the District believes will offer a full-service program. Respondents are encouraged to enhance proposals by including creative ways to provide value added services and products within the context of the identified packages outlined. Any alternative proposals should be additive to the baseline requirements outlined and not a substitute for the desired program elements identified. The breadth of products and services offered will be factored into the evaluation process.

## B. Airport Information

American, Delta, Southwest and United Airlines provide commercial air transportation to various locations from Northwest Florida Beaches International Airport. The table below reflects this passenger growth and provides enplanement/deplanement data from the last five (5) years at ECP.

Year (Jan-Dec)	Enplaned	Deplaned	Total
2020	409,272	412,964	822,236
2021	800,135	798,357	1,598,492
2022	762,527	758,256	1,520,783
2023	830,492	829,987	1,660,479
2024	942,123	936,822	1,878,945
2025 (through Sept)	773,176	771,935	1,545,111



Due to the increase in traffic at ECP, the District remodeled an area of the Terminal that provides additional seating, concession areas and gates. The CSA that was included in the additional will allow for the preparation of food and beverages as well as a dining area. The awarded Respondent will be required to finish the newly constructed area to include materials, supplies and labor to ensure the area is designed and finished in a manner acceptable to the District. The new area buildout shall comply with all applicable building regulations and standards. The buildout areas will become part of the services being requested in this RFP.

### C. Administration, Locations, Historical Data

The Concessionaire(s) will be responsible for all aspects of the Concession Agreement within the area(s) designated by the District. The awarded Respondent is required to follow all outlined components of this scope of services which includes maintaining CSAs as well as coordinating and communicating with District Staff.

#### 1. Administration

The awarded Respondent shall provide all management, administration, clerical, and supervisory functions required for the effective and efficient performance of the concessionaire services, and shall have the sole responsibility for the supervision, daily direction and control of the personnel.

The awarded Respondent shall supply the District with any requests for reports regarding sales, employment data, ACDBE reports and/or miscellaneous reports as requested.

The Concessionaire(s) will be required to attend periodic performance meetings that will be held at a time and place to be designated by the District. The intention of these meetings is to provide a forum for the District and Concessionaire(s) to identify areas of concern so they can be resolved in a timely manner.

Concessionaire(s) will be required to attend all Tenant meetings, which are typically held the fourth week of the month following the District Board Meeting.

##### a. Point of Sales System

1. Concessionaires will be required to utilize a Point of Sale (POS) system for each CSA. Multiple systems are acceptable; however, it will be necessary that the system reports be consolidated into one monthly activity report which will be presented to the District along with the required payment. The POS system(s) must be able to record and summarize all transactions by products, time of day, and location for each CSA in addition to the summary report.
2. Respondents will be required to have remote ordering capability. Respondents must include, in detail, in their RFP response the type of system, its operational and ordering capabilities, and how it interrelates to the POS system. All remote orders must be included in the gross revenue reconciliation.
3. Featured options such as self-checkout or automated QR codes for ordering and/or payments, use of alternative payment forms such as GooglePay or ApplePay, and other technology-based customer services that will improve customer flow and

encourage customers participation to increase convenience and efficiency. The technology services that should be outlined in the Proposal.

b. Accounting and Reporting

1. Monthly Financial Payment Report: Each month, ten (10) days following the end of the calendar month, the concessionaire must submit to the District a detailed monthly report to include, a minimum, the following:
  - i. Gross revenues by CSA to include all gross sales, discounted sales, refunds/returns, employee discounts by CSA, military discounts (if applicable), catering sales, and a roll-up total of all CSA reports.
  - ii. A breakdown of gross sales the categories to which the Percentages Fee applies and the applicable fee times the gross revenues in each category.
  - iii. The required monthly roll up package MAG (if applicable).
  - iv. The new amount due the District compared against the MAG (if applicable) and any overage or shortage for the month against the MAG (if applicable.)
2. Monthly Operations Report In addition to the financial information outlined above, Concessionaire will also provide to the District, monthly, the following:
  - i. A summary by line item of all sales for the month for each CSA.
  - ii. A summary of transactions and gross revenues for all hours of operation for each CSA.
  - iii. A listing of slow sales products by CSA.
  - iv. A detailed list of complaints received by time for each CSA and the resulting response/corrective action, including the date and time of such response/corrective action. Please include the responsible party(s) if noted in the complaint and include a copy of the complaint if there is such a record.
  - v. Other information as requested by the District.

c. Communication

The awarded Respondent shall coordinate with the District's Contract Manager during the entirety of the contract and have routine communication with the District as necessary. If there are changes in law or business industry standards that the District is unaware of during performance of the resulting contract, the Concessionaire shall immediately relay this information to the District. The District and the Concessionaire will determine the best approach to any changes that are needed and will modify the services to reflect these changes through an amendment to the concession's agreement.

2. Location and Size of Concession Service Areas

The Concessionaire(s) will operate in multiple areas throughout the Airport.

To have a complete understanding of the scope of services and the areas of service, Exhibit I, Current Concession Service Areas, depicts the locations of the leased CSA. Concessionaire(s) will provide a response for e that is awarded to their company and pricing for the lease will be based on the square footage listed in the chart below:

LOCATION ID	PRE/POST SECURITY	RETAIL CSA	SQUARE FOOTAGE
CSA1	Pre	Level 1 –Retail Shop	+/- 660
CSA2	Pre	Level 2 – Retail Shop	+/- 553
Storage	Post	Retail Storage Caged Area 1	+/- 100
Storage	Post	Retail Storage Caged Area 2	+/- 120
Storage	Post	Retail Storage Caged Area 3	+/- 80
Storage	Post	Retail Storage (Triangle Room near TSA)	+/- 121
CSA3	Post	Level 2 – Retail Shop - Unfinished	+/- 325
<b>FOOD, BEVERAGE AND VENDING CSA</b>			
CSA4	Pre	Level 1 – Restaurant/Lounge	+/- 753
Prep	Pre	Level 1 – Kitchen	+/- 469
CSA5	Post	Level 2 – Restaurant/Lounge	+/- 710
Prep	Post	Level 2 – Kitchen	+/- 710
Storage	Post	Level 2 – Storage (behind current operating restaurant and kitchen)	+/- 800
CSA6	Post	Level 1 – Snack Bar (Gates 6 & 7)	+/- 272
CSA7	Post	Level 2 – Kiosk (Current Coffee Shop)	+/- 275
N/A	Post	Level 1 -- Vending Locations	TBD
Storage	Post	Level 1 – Restaurant Storage with Freezer/Fridge	+/- 1007
Storage	Post	Level 2 – Restaurant Storage (behind current Level 2 Restaurant/Lounge)	+/- 800
CSA8	Post	Level 2 – Restaurant/Lounge - Unfinished	+/- 1611
CSA9	Post	Level 2 – Restaurant - Unfinished CSA 2	+/- 325
CSA10	Post	Level 2 – Restaurant - Unfinished CSA 3	+/- 325

### 3. Existing Concessionaires and Sales History

Currently, the food, beverage, and vending contract is under one master agreement with First Class Concessions that commenced on May 1, 2010, and is set to expire on February 28, 2026. The Current retail concessions contract is with Tailwinds, LLC (which began as a lease with Gary Wakestein & Associates and subsequently assigned to Tailwinds) on May 1, 2010 and is set to expire on February 28, 2026. The tables below outline sales reported by Concessionaires dating back three (3) years through current operations.

FOOD & BEVERAGE				
Month	2022	2023	2024	2025
January	\$230,408.46	\$218,241.66	\$245,294.00	\$223,635.53
February	\$210,937.55	\$212,674.69	\$271,182.36	\$254,704.44
March	\$417,322.07	\$399,120.18	\$474,905.98	\$530,164.20
April	\$403,866.22	\$466,018.47	\$500,081.33	\$533,497.31
May	\$455,961.14	\$470,557.25	\$579,212.85	\$634,830.21
June	\$463,922.87	\$560,133.84	\$694,358.09	\$751,879.81
July	\$514,278.11	\$616,494.53	\$725,899.90	\$759,343.97
August	\$445,418.42	\$501,096.71	\$540,445.64	\$596,624.77
September	\$326,443.82	\$380,218.46	\$400,673.00	\$442,781.08
October	\$309,881.81	\$393,823.25	\$395,634.84	
November	\$281,541.63	\$300,960.19	\$300,910.43	
December	\$255,270.02	\$262,421.44	\$285,997.79	
<b>Total</b>	<b>\$4,315,252.12</b>	<b>\$4,781,760.67</b>	<b>\$5,414,596.21</b>	<b>\$4,727,461.32</b>

RETAIL				
Month	2022	2023	2024	2025
January	\$50,419.74	\$91,307.00	\$112,848.69	\$108,836.91
February	\$77,780.32	\$91,617.09	\$120,492.48	\$118,332.43
March	\$139,628.42	\$162,510.17	\$255,789.40	\$268,076.59
April	\$146,632.51	\$192,458.23	\$249,022.36	\$276,636.19
May	\$181,779.46	\$222,277.33	\$294,889.28	\$344,471.53
June	\$209,232.32	\$277,252.88	\$383,498.47	\$396,152.07
July	\$242,346.65	\$343,904.69	\$387,878.84	\$424,877.79
August	\$194,944.74	\$270,064.35	\$287,277.73	\$323,765.74
September	\$150,626.54	\$197,282.75	\$201,852.37	\$241,523.05
October	\$151,025.11	\$196,554.95	\$196,596.86	
November	\$121,845.55	\$140,879.55	\$142,826.01	
December	\$103,925.53	\$117,320.26	\$133,349.49	
<b>Total</b>	<b>\$1,770,186.89</b>	<b>\$2,303,429.25</b>	<b>\$2,766,321.98</b>	<b>\$2,502,672.30</b>

The District is providing sales history, but this information is not intended to represent future sales levels. Each Respondent should make its own evaluation as to the potential sales levels of the concepts being proposed.

#### D. Property Management

## 1. Capital Investment and Development Plans

The Concessionaire shall present plans for a concession layout to accommodate the goals and objectives of the District as discussed in the sections above. It is anticipated that the Concessionaire(s) shall provide a detailed capital investment plan to include the current CSAs and the newly constructed facilities.

Concessionaire(s) shall understand the existing conditions with which they must work, the utilities to be provided and the points of connection within the Terminal Building, and any other building issues that could affect the build-out of concession space. The District shall have no obligation to agree to any adjustments to financial terms or build-out requirements after the Lease and Concession agreement is executed. Failure by any Concessionaire to understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing the terms of the Lease and Concession Agreement.

A preliminary design shall be submitted with Respondents Proposal for the CSA(s) proposed. The District does not have a set design standard; however, Respondents shall consider the current design scheme at the Airport.

Upon award and within 60 days of the execution of a Lease and Concession Agreement, the Concessionaire shall submit final design(s) for the awarded CSA(s) for approval by the District, unless a different timeframe is previously agreed upon. If the District requires changes to the final submittal, the Concessionaire shall have 30 days to implement the revisions and resubmit for final approval.

Concessionaires shall maintain clean, modernized look and make appropriate upgrades throughout the term of agreement. Refurbishment and replacement shall include at least repair and replacement related to ordinary wear and tear of facilities and equipment.

Concessionaire(s) shall assume all costs and expenses necessary to maintain the concession locations in an attractive and inviting condition.

Prior to construction or modification, the Concessionaire(s) must comply with all plan submittal requirements and obtain the District's approval of facility designs and finish materials for all improvements and modifications. The District is not requiring an arbitrary minimum investment per square footage; however, Respondents should include designs that meet the Airport's level of design and finish. The Concessionaire(s) shall comply with all applicable accessibility requirements in the American with Disabilities Act and in all other federal, state, and local laws, rules and regulations.

## E. District and Concessionaire Responsibilities

The District and the Concessionaire(s) will need to coordinate closely for the improvements to be developed. Outlined below are the primary responsibilities of the District about base services being provided to the CSAs and the responsibilities of the Concessionaire. For all CSAs being proposed, the request shall include a specification list for utilities, such as plumbing, electric, phone jacks, etc.

The District will generally be responsible for providing the following:

- a. Heating, ventilation and air conditioning supply ducting will be installed to the CSA that will be enough to support the space for normal requirements. Where possible locations will be coordinated with the approved design. The base supply will not be sized to support equipment that generates excessive heat. Any supplemental HVAC system required will be the sole responsibility of the Concessionaire.
- b. Domestic water will be installed to the CSA, if required, and sized adequately to support the concession.
- c. A fire line sufficiently sized will be installed to the CSA, if required, to support the intended use of the space.
- d. A main sewer line sufficiently sized will be installed to the CSAs, if required to support the use of the space.
- e. Electrical service will be provided to the CSA to support the proposed operations.
- f. Natural gas can be made available. If a Respondent intends to use natural gas at any CSA, the Respondent will be responsible for all connections from the concession to the closet currently available natural gas supply line.

The Concessionaire will be responsible for providing the following:

- a. Flooring will be in accordance with the proposed design.
- b. Tie into existing or grease trap installation, where required, will be maintained by the Concessionaire.
- c. If applicable, any demolition or construction of existing CSA is permitted only if approved in writing by the District.
- d. All wall finishes shall be in accordance with industry standards.
- e. All ceiling finishes will be in accordance with the industry standards.
- f. Wrapping of the penetrations in the walls abutting the public space and in accordance with current design schemes.
- g. Interior and exterior signage for the CSA.
- h. Lighting as per the approved design and in accordance with the District approved design.
- i. All furniture, equipment, and fixtures as approved design by the District.
- j. Television, phone, and any secure internet service required.
- k. Point of sale (POS) systems for Terminal and any other electronic system proposed.
- l. Graphics in demising walls.
- m. Blade signs in the Terminal identifying the CSA as upon approval by the District.

## F. Operations

### 1. Staffing

Each concessionaire is required to have a general manager with overall responsibility for each package, including subtenants and sub-contractors, that must live within thirty (30) miles of ECP unless otherwise agreed to in advance by the CEO. Unit managers should be designated for CSA and may be responsible for more than one CSA. When the general manager or a unit manager is not on duty, a qualified alternative employee must be designated as the manager on duty and have the corresponding decision-making authority to make decisions in the absence of the manager. Respondents will include the staffing plans for all hours of operation as outlined in this RFP for each



CSA in their Proposal. Respondents will include an organizational chart that represents the management and operational structure to support the ECP program for each package, including subtenants and subcontractors. All staff must be trained to meet the requirements of their position. Respondents will outline in their Proposal the plan for recruiting, initial training, and recurrent training programs offered.

## 2. Service

Each Concessionaire's employees will provide timely, attentive, and friendly service during all hours of operation. Orders will be taken promptly and in a friendly and courteous manner and delivered in reasonable time periods so as not to inconvenience the customer. Processing payments will be prompt, and sales receipts will be properly itemized and provided to all customers. Concessionaires are not allowed to pass any Concession Percentage Fee on to customers. Vending machines will be monitored and filled daily and products that have reached their expiration dates must be removed and replaced in a timely manner.

Each Respondent will be expected to staff each CSA with dedicated employees trained for that unit. An organization chart outlining the local structure and corporate support structure that is being proposed to support the concessions in all service areas. If proposing on retail, food and beverage and vending, the information should be footnoted on each section of the proposal.

All employees must be trained to be proficient in the use of the POS and the remote ordering systems (if applicable) and to perform their roles and responsibilities in each unit prior to assignment and will receive recurrent training through the term of the agreement. Respondents should include an outline of the respective training programs in detail in their proposals.

Each concessionaire will have an up-to-date Operations Manual on-site and available.

## 3. Hours of Operation

- a. Concessionaire will be open and provide all services required under this Agreement three hundred sixty-five (365) days a year with appropriate staffing levels that are sufficient to serve Passenger needs.
- b. The post-security concessions must be open for service at the time the security checkpoint opens, meaning the staff has cleared security, set up for service, and is ready for customers. The post-security concessions will remain open until fifteen (15) minutes after the last flight departure, meaning the actual flight departure and not the scheduled flight departure (i.e., remain open during delays). If the delayed flight involves limited passengers, Concessionaires may agree to close some operations; however, one food and beverage and one retail location located in the affected concourse must remain open until fifteen (15) minutes after the actual departure.
- c. The pre-security concessions must be open for service thirty (30) minutes prior to the security checkpoint opening, meaning staff has set up for service and are ready for customers. The pre-security concession will remain open until forty-five (45) minutes after the last flight arrival, meaning the scheduled flight arrival time and not the actual flight arrival (i.e., not required to be available for delays).

- d. During irregular operations, the food and beverage concessions may offer a reduced menu; however, the reduced menu must be clearly displayed in the dynamic menu board.
- e. The Executive Director has sole discretion to waive or modify the hours of operation on a location-by-location basis. Such a waiver must be in writing and is subject to revision or rescission by the Executive Director at any time afterwards.

#### 4. Deliveries and Delivery Hours

Concessionaires will abide by District's approved concessions delivery plan, which may be modified from time to time, setting specific time periods and inspection procedures for clearing deliveries through the Airport security checkpoint as is currently the practice or any alternative methodology as approved by TSA and the District. Delivery processing through the checkpoint will be scheduled for non-peak passenger throughput times to alleviate checkpoint congestion, thus benefiting TSA officers, Airport passengers, and concessionaires. Unauthorized deliveries through the security checkpoint will not be permitted unless approved in advance by the District in writing. The District reserves the right to develop a Central Receiving and Distribution Center (CRDC) during the Term of the agreement that may require all deliveries and in-Terminal distribution of goods and products to be centrally received, stored temporarily, and distributed. The District will consult with the concessionaires about developing such an operation. Any fees or cost reimbursement associated with the operation of the CRDC will be recovered from the concessionaires and other applicable Terminal users.

#### 5. Storage

Storage for the food and beverage Concessionaire is provided near the TSA checkpoint on the secured side of the Terminal. This storage area is equipped with a walk-in freezer and refrigerator.

A storage area is also provided for the retail Concessionaire in the Airport Identified Storage Area and within the area caged and assigned to retail concessionaire which is located within the secure side of the Terminal. Concessionaire will pay the District for the storage at the same lease rate mentioned in Lease Space, above.

If additional storage is available, the Concessionaire must pay for that area per the fees that were established by the District established by the District.

#### 6. Marketing

Concessionaire will develop, implement, and maintain a marketing and promotion program that will effectively promote to all ECP users, visitors, and tenants that list the food, beverage, retail, vending and catering services offered by the concessionaire.

#### 7. Sanitation, Hygiene, Cleanliness

Concessionaire will keep the CSA and the surrounding public use areas, including seating within the CSA, reasonably free of debris, trash, discarded packaging material,



or soiled cleaning supplies (e.g., rags and buckets) originating from Concessionaire's operations or customers. Concessionaire will ensure that all equipment, walls, floors, counters, tables, displays, and other horizontal and vertical surfaces are cleaned and sanitized frequently, and that employee areas and food preparation areas are cleaned daily.

Concessionaire will keep the CSA free of hazardous conditions, will keep public areas around the CSA free of hazardous conditions originating from Concessionaire's operations, and will notify the District promptly of other hazardous conditions in the CSA. Concessionaire will monitor areas within the CSA to ensure that they are kept clean and orderly, and that trash is not allowed to accumulate. Concessionaire will ensure that all its employees conform to the employee standards set forth above and in the concessionaire's Operations Manual and adhere to personal hygiene and health requirements established by Concessionaire's policy and by federal, state, or local laws, rules, regulations and/or ordinances.

## **G. Maintenance and Repairs within CSA**

### **1. Maintenance**

Concessionaire will, always and at its sole expense, keep the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment provided by the Concessionaire, in a safe, neat, clean, and orderly condition and appearance, normal wear and tear excepted. Without limiting the generality of the foregoing, concessionaire will, at its sole cost and expense, be responsible for performing the following:

- a. Providing janitorial services, cleaning supplies, sanitizing services, cleaning of all glass surfaces in the CSA, floor treatment, wall cleaning, rubbish, and trash removal to the central collection point designated by the District.
- b. Replacement of light bulbs for any fixtures that are added to the CSA after execution of the Agreement.
- c. Cleaning of stoppages in sinks, plumbing fixtures, and drain lines to the first "clean-out" outside the CSA.
- d. Cleaning and maintaining the fire suppression system and related components required over the cooking appliances (e.g., grill, fryer), including required periodic inspections.
- e. Maintaining hand fire extinguishers in accordance with applicable safety codes.
- f. Maintaining electrical loads within the designed capacity of the CSAs electrical system. Prior to making any change in the electrical loading which may exceed such capacity, Concessionaire will first obtain the District's written consent.
- g. Concessionaire will be responsible for the installation, maintenance (including filters), and cleaning of any grease trap used in the operation of its concessions and for all maintenance on exhaust hoods being used in the CSAs.

Upon termination of this Agreement, Concessionaire will deliver the CSA, and any modifications or equipment thereon, including all improvements, furnishings, fixtures, and equipment included as part of the Proposal and will transfer ownership to the District, at no additional cost, in its original condition, normal wear and tear excepted. Any personal property of the Concessionaire not included in the Proposal, or not funded by the District, will be removed at the termination date of the Agreement at the sole expense of

Concessionaire and the CSA restored to its original condition, normal wear and tear excepted.

## 2. Repairs

The District will keep the structural components of the CSA (including the building floor, walls, and roof), and the District provided mechanical systems serving the CSA (i.e., main HVAC, plumbing, and electrical) in good repair, subject to Concessionaire's maintenance obligations set forth above. The District will not be required to make any repairs to the CSA, included as the responsibility of the District, unless and until the Concessionaire has notified the District in writing of the need for such repairs. If it is determined to be a responsibility of the District, the District will have a reasonable period following receipt of such notice to commence and complete said repairs. Notwithstanding the foregoing, Concessionaire will repair all damage to the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment, caused by the negligence or willful acts or omissions of Concessionaire, its employees, agents, servants, or licensees. All repairs to the CSA done by or on behalf of Concessionaire will be of first-class quality in both materials and workmanship, will be equal to or better than the original in materials and workmanship, and, except in emergencies requiring immediate response, will have the prior written approval of the District. All repairs will conform to the existing design, applicable rules and regulations, and building codes prescribed from time to time by federal, state, District, or other jurisdictional bodies having oversight rights for the CSA. The Director, or designee, will be the sole judge of the quality of the repairs. Concessionaire expressly waives all claims for damages of any kind, including but not limited to loss of profits because of the interruption of Concessionaire's business, resulting from the need for repairs to the CSA, the structural components and the mechanical systems whether such repairs are undertaken by the District or Concessionaire.

## H. Performance Bond

A performance guarantee equal to six (6) months of projected Concession Percentage Fees or the MAG, whichever is greater, shall be deposited with the District in the form of a letter of credit or performance bond issued by reputable firms authorized to do business in Florida. If the District needs to draw against the performance guarantee, any such amount must be replenished within three (3) working days.

## **V. ATTACHMENTS TO RFP**

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## A. Financial Proposal

## FINANCIAL PROPOSAL

Having become familiar with the scope of services, and having reviewed the District's terms and conditions contained throughout this RFP and the sample concessionaire agreement, the undersigned proposes to compensate the District according to the following two components: a Minimum Annual Guarantee (MAG) and Concession Fees. These components will be in effect for each year the first five-year term of the Concessions Agreement. For any option term, these components may be renegotiated prior to the option execution. The Financial Proposal shall remain in effect for 120 days from submittal date.

DESCRIPTION	AMOUNT
<b>Minimum Annual Guarantee (MAG):</b> (Amount Concessionaire Guarantees to Compensate the District on an Annual Basis)	\$ _____
<b>Concession Fees</b>	
Percentage Fee for Food and Non-Alcoholic Beverages	_____ %
Percentage Fee for Alcoholic Beverages	_____ %
Percentage Fee for Retail	_____ %
Percentage Fee for Vending	_____ %
Please list any other proposed Concession Fees not listed above. _____ _____ _____	_____ _____ _____ %

 \_\_\_\_\_  
 Print Name of Authorized Representative

 \_\_\_\_\_  
 Signature of Authorized Representative

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

## B. Sample Concession Agreement

**THE SAMPLE CONTRACT WILL BE PROVIDED AS AN ADDENDUM and  
POSTED NO LATER THAN NOVEMBER 21, 2025**

**NORTHWEST FLORIDA**  
BEACHES INTERNATIONAL AIRPORT**CONCESSIONS AGREEMENT****Concessionaire Name**

## C. References

**EXHIBIT 1  
RESPONDENT REFERENCES**

Proposer's Name: \_\_\_\_\_

Reference Company/Agency Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Alternate Contact:		
Phone Number:	Fax Number:	
E-mail:		
Alternate's Role on Project:		
Identify the mandatory or preferred qualification(s) applicable to this reference.		
Proposer's role on project and years of participation (mm/dd/yyyy to mm/dd/yyyy):		
Provide the project location, contract value, and contract start and end dates.		

The Proposer represents that the information provided in this Customer Reference Form is true and correct.

\_\_\_\_\_  
Name of Person Completing Form\_\_\_\_\_  
Title\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO SUBMIT INFORMATION  
FOR ALL REQUIRED REFERENCES

## **EXHIBIT 2 REFERENCE FORM FOR COMPANY**

Respondent's Name: \_\_\_\_\_

Reference Name & Title: \_\_\_\_\_

Reference Company: \_\_\_\_\_

To Whom It May Concern:

Your company has been selected by the above-referenced Respondent to provide a Past Performance Reference in support of the Northwest Florida Beaches International Airport, Request for Proposals (RFP) RFP-2026-08, Airport Concessions.

Please complete the attached form and submit via email from a company email address to the Procurement Officer at the following email: [procurement@pcairport.com](mailto:procurement@pcairport.com)

We appreciate your time and assistance!

Sincerely,

Gerri Lynn Faircloth  
Procurement and Contract Manager  
Northwest Florida Beaches International Airport

*References Continued*

Date of Form Completion: \_\_\_\_\_

**Please note that references must be received by the District on or before \_\_\_\_\_, 2025.**

Please describe the work the Respondent performed for your company:

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For the next questions, please rate the Respondent's performance using the following scale:

(5) Superior    (4) Excellent    (3) Acceptable    (2) Fair    (1) Poor    (0) Unacceptable

Questions	Score
1. How would you rate the Vendor's overall quality of work?	
2. How would you rate the Vendor's user interface?	
3. How would you rate the Vendor's use of adequate personnel in quantity, experience, and professionalism?	
4. How well did the Vendor adhere to the agreed-upon schedule?	
5. How would you rate the Vendor's implementation approach?	
6. How well do you think this company handles change (i.e., organizational change, scope change)?	
7. How well did the vendor meet your expectations based on the specified business needs and requirements?	
8. How well did the Vendor's Solution meet or exceed your processing volumes?	
9. How would you rate the responsiveness of the Vendor during the implementation process?	
10. How would you rate the vendor's data security protocols?	

Is there any other information you would like to share about this Respondent?

---

 \_\_\_\_\_  
 Company Name

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Authorized Representative Name

 \_\_\_\_\_  
 Title

 \_\_\_\_\_  
 Phone/Email

 \_\_\_\_\_  
 Date



#### D. Mandatory Forms

FORM 1 - Certification of Mandatory Responsiveness

FORM 2 - Non-Collusion Affidavit Form

FORM 3 - Anti-Lobbying Form

FORM 4 - Debarment Certification

FORM 5 - Trade Restriction Certification

FORM 6 - Acknowledgement of Addenda (still required if none are issued)

FORM 7 - Sworn Statement Pursuant to Section 287.133 (3)(A) F.S. on Public Entity Crimes

FORM 8 - Drug Free Workplace

**Form 1**
**CERTIFICATION OF RESPONSE TO REQUEST FOR PROPOSALS**

Initial	Mandatory Provisions
	The person submitting the Proposal and its pricing certifies to being authorized by the Respondent to respond to this solicitation on the Respondent's behalf.
	The Respondent certifies that the Respondent is not on the Suspended Vendor List maintained pursuant to section 287.042(1)(a) F.S., and 287.1351 F.S., and neither the Respondent nor any supplier, subcontractor, nor consultant included in its Proposal are on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor.
	The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
	The Respondent certifies that if awarded a contract, and prior to execution of a contract, it shall provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption. If Respondent is an out-of-state corporation, it certifies it will provide a Florida Certificate of Authority from the Florida Department of State, Division of Corporations prior to Contract execution. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> .
	The Respondent certifies that the Respondent is in compliance with section 448.095(2)(a), F.S., and that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(2)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.
	The Respondent certifies that the Respondent can comply with the ACDBE requirements set forth with U.S. Department of Transportation, 49 CFR, Part 23, Subpart F.
	The Respondent certifies the Respondent has provided a Technical Proposal in accordance with Technical Proposal Instructions and Evaluation Criteria.
	The Respondent certifies it has provided to the Department pricing on the applicable Attachment C, Cost Proposal.

*Continued Next Page*

**Form 1 Continued**

In the Request for Proposals and subject to all conditions thereof, the undersigned certifies that all information contained in the Response is accurate and true and that any misrepresentation herein is grounds for non-consideration or dismissal and will honor all the proposed services and cost associated with the services in the event of selection or contract award by the District.

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DATE

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AUTHORIZED SIGNATURE

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PRINT OR TYPE NAME ABOVE

---

COMPANY NAME

---

COMPANY ADDRESS

---

CITY, STATE, ZIP+4

---

COMPANY TELEPHONE NUMBER

---

COMPANY FAX NUMBER

---

CONTACT EMAIL ADDRESS

---

FEDERAL EMPLOYER IDENTIFICATION NO.

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DUNS NO. *(if applicable)*

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SCDOT DBE NAICS Codes *(if applicable)*

**FORM 2****NON-COLLUSION AFFIDAVIT FORM**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
being first duly sworn, deposes and says that he/she is\_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly with any RESPONDENT or person, to put in a sham Statement of Qualifications, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other RESPONDENT or to fix any overhead, profit or cost element of said Submittal or of that of any other RESPONDENT or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such RESPONDENT has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Signature of Respondent)

Sworn to and subscribed before me this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, State: \_\_\_\_\_ County: \_\_\_\_\_  
(Notary Public in and for)

My commission expires \_\_\_\_\_, 20\_\_.

**FORM 3****ANTI-LOBBYING FORM  
CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf  
(name and title of Respondent's official)

of \_\_\_\_\_, to the best of my knowledge and belief, that:  
(name of Respondent)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

**FORM 4****CERTIFICATION OF RESPONDENT/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS  
REGARDING DEBARMENT  
(LOWER TIER CONTRACT CERTIFICATION)**

The successful Respondent, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

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SIGNATURE OF CONSULTANT

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DATE

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PRINTED NAME

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TITLE

**FORM 5****TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Respondent certifies that with respect to this solicitation and any resultant contract, the Respondent -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Respondent must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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SIGNATURE

---

DATE

---

TITLE OF SIGNATOR

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**FORM 6****ACKNOWLEDGEMENT OF ADDENDA**

Respondent hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**FORM 7****SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and  
Industrial District by \_\_\_\_\_

(print individual's name and title)

for \_\_\_\_\_

(print name and entity submitting sworn statement)

whose business address

is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "Public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are actively in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer

determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of

\_\_\_\_\_, 202\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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**FORM 8****DRUG FREE WORKPLACE**

Pursuant to the Drug-Free Workplace Act of 1988, the Firm attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Company

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

Authorized Representative

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

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

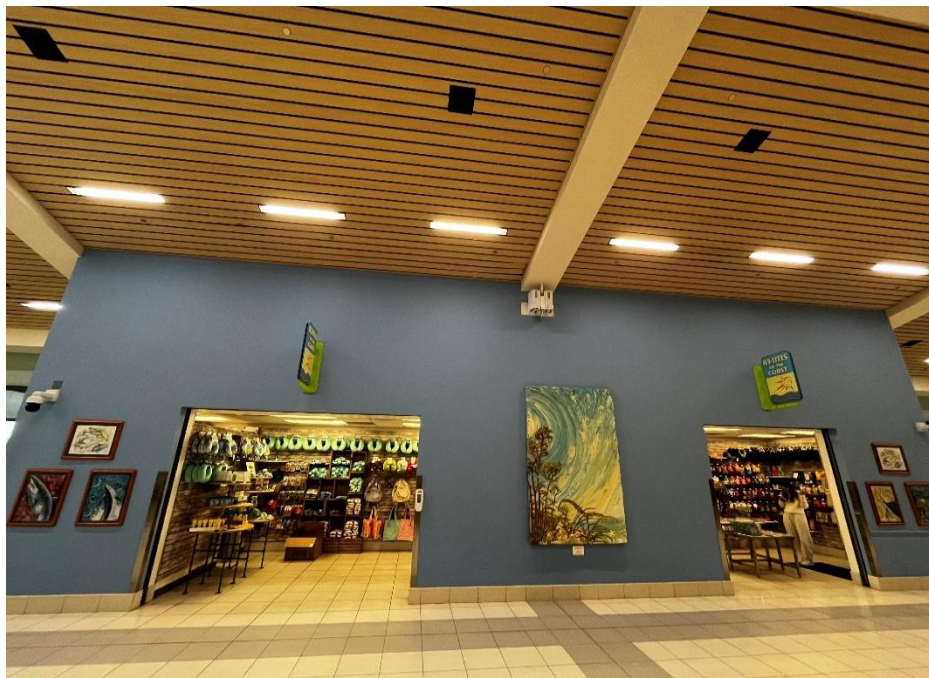
\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

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## VI. EXHIBITS

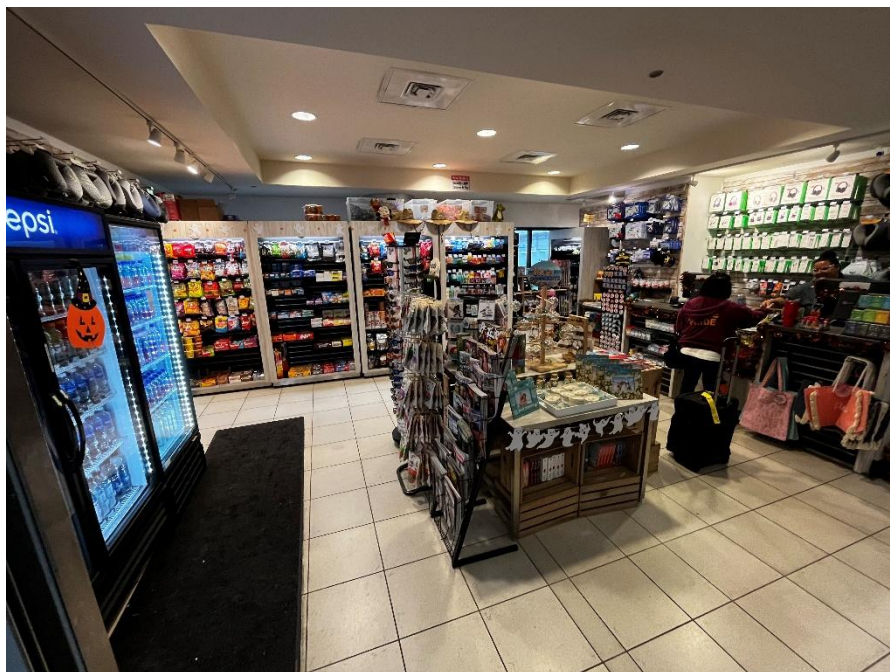
### CONCESSION SERVICE AREAS

#### Level 1 Retail – CSA1



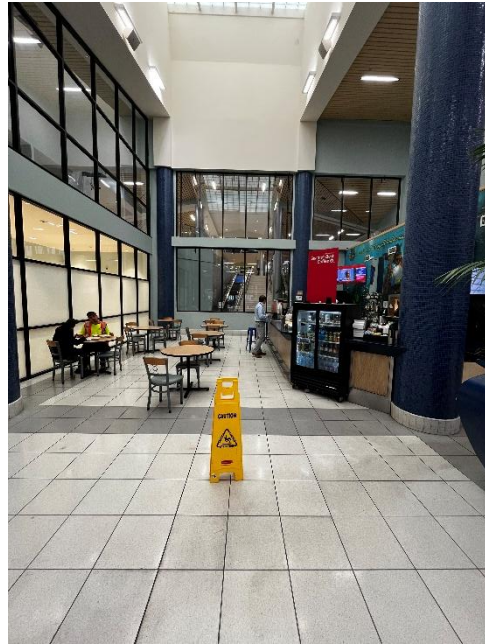


Level 2 Retail – CSA2



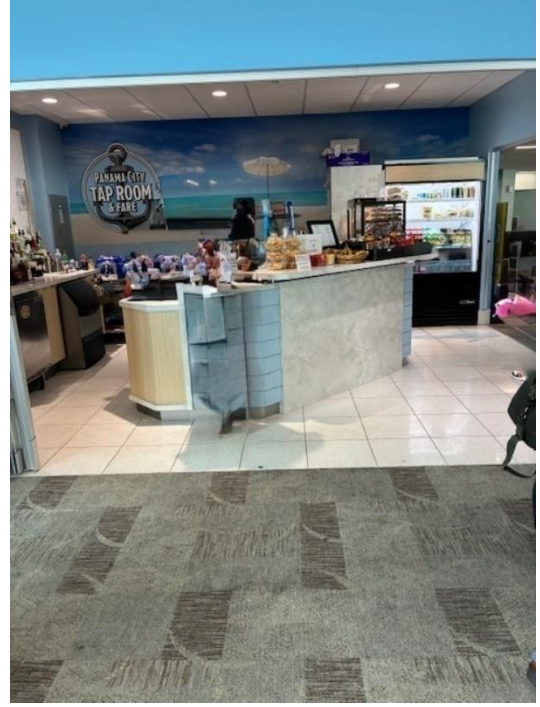


Level 1 Restaurant/Lounge CSA 4

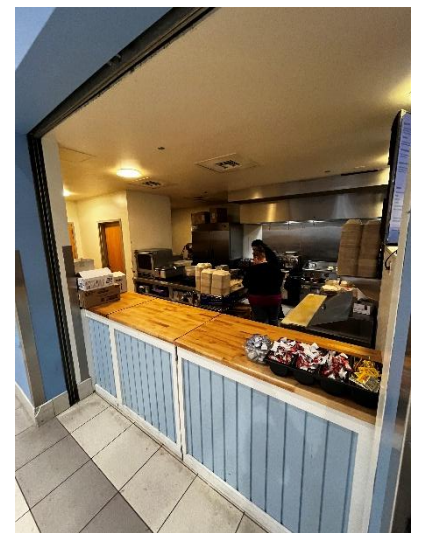




Level 1 – Snack Bar – CSA 6



Level 2 Restaurant/Lounge/Kitchen – CSA 5



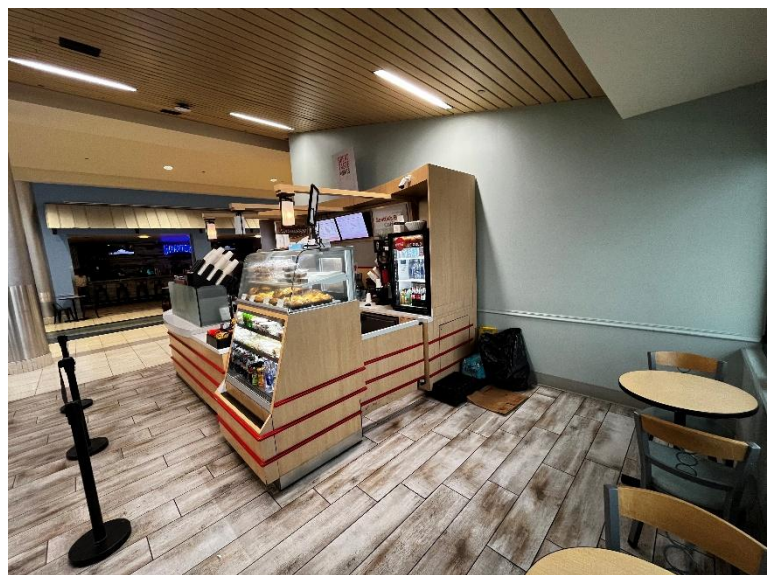
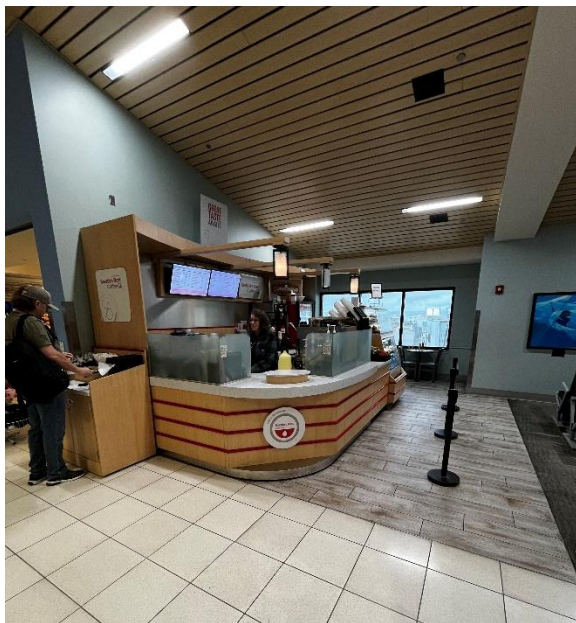


Level 2 Restaurant/Lounge – CSA 5 (continued)





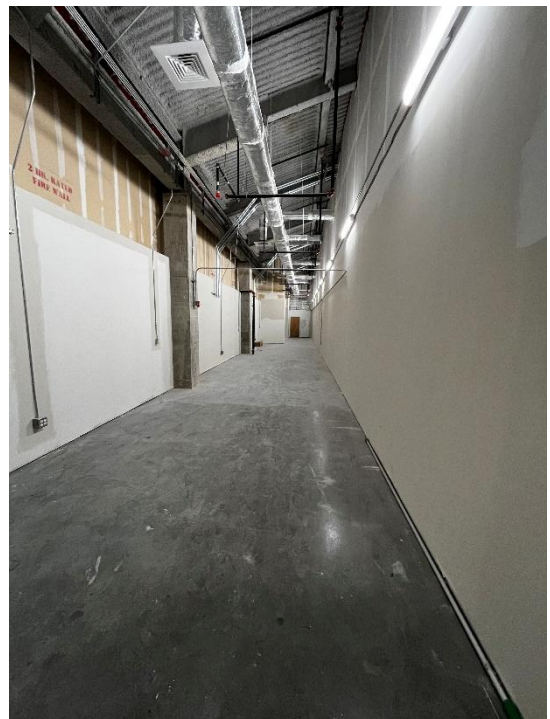
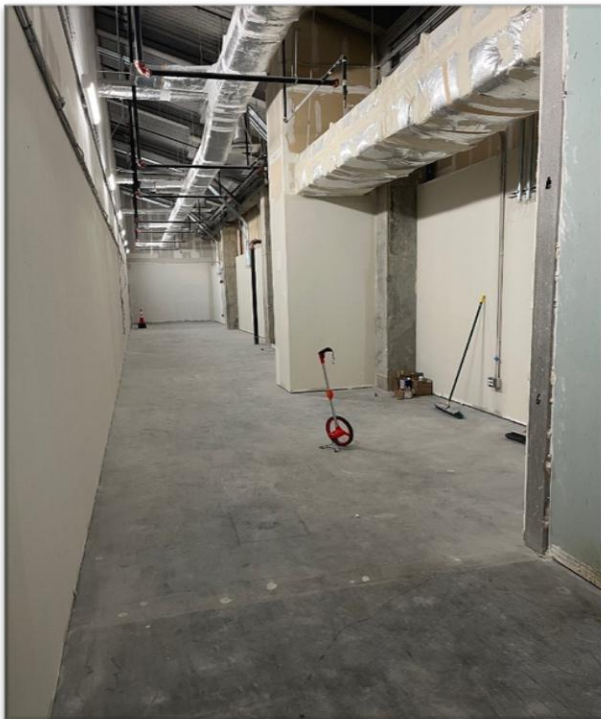
Level 2 – Kiosk Coffee Shop – CSA 7



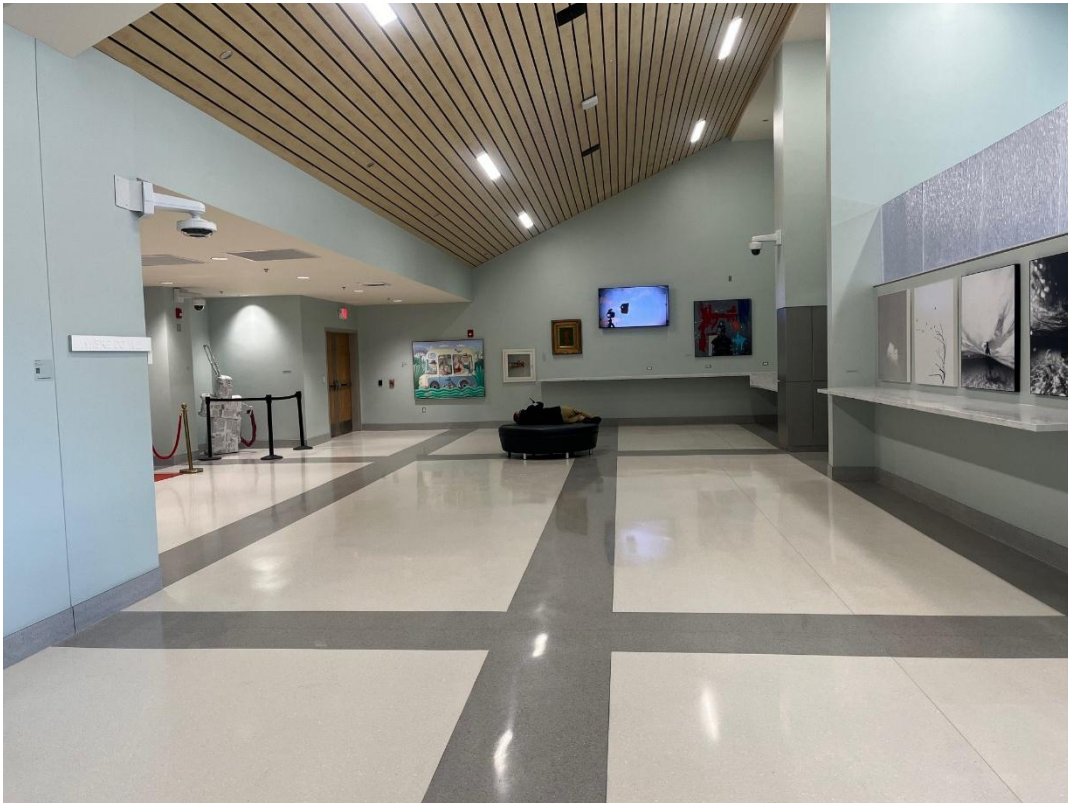


Level 2 – New Retail/Restaurant – CSA 3, CSA 9, CSA 10

Three (3) Unfinished Retail/Restaurant CSAs are located behind temporary wall.



Level 2 – Unfinished Restaurant with Lounge – CSA 8



Drawings of the CSA will be provided to Respondent once the District receives a completed Non-Disclosure Agreement. Please submit the completed Non-Disclosure Agreement to [procurement@pcaairport.com](mailto:procurement@pcaairport.com), include "RFP-2026-02, Airport Concessions" in the subject line of email.

**NONDISCLOSURE AGREEMENT (NDA)  
FOR  
AIRPORT CONCESSIONS**

Please read the NDA and these Guidelines thoroughly.

By signing the project NDA you are bound by an obligation not to disclose the information or documentation with anyone unless that individual has signed a nondisclosure; never assume or make assumptions that the information was shared with other members of the Project without verifying that individual has signed a nondisclosure agreement.

In ensuring compliance with your NDA obligations, you must ensure that your actions are consistent with the following rules:

- You agree to hold in trust and confidence the nature and existence of the Project, as well as all information in verbal or written form pertaining to the Project, including information derived from Project-related assignments that are given to you (all such information is collectively referred to as ("Confidential Information")).
- If you make copies of documents containing Confidential Information, you will keep a record of the copies and where they are located. If requested by the Project Team, you agree to return to the designated individual all Confidential Information that is written or maintained in the form of electronic media.
- If you abuse the privilege given in any way or release information that is considered sensitive or confidential your actions will lead to any proposal submitted being deemed as nonresponsive, removal from the Project, and/or possible legal ramifications.

AGREED TO AND ACCEPTED BY: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date