



March 31, 2025

**Notice of Intent for Competitive Negotiations (NOI) No.35911
Open Concept
Food & Beverage Opportunity
Rhode Island T. F. Green International Airport**

Introduction

The Rhode Island Airport Corporation (RIAC), owner and operator of Rhode Island T. F. Green International Airport (Airport), through this Notice of Intent for Competitive Negotiations (“NOI”) process, is soliciting proposals from qualified parties (Proposers) for the purpose of financing, designing, constructing, operating, and managing a “first-class” Food & Beverage restaurant location at the Airport.

The location subject to this NOI is made available on an individual basis as may be proposed by interested parties.

The focus of this solicitation is to update and enhance RIAC’s existing programs while continuing to provide first-class amenities to the traveling public. RIAC wishes to maximize participation in the Airport’s Food & Beverage program by local and regional operators. To promote and continue to provide this level of first-class service, RIAC has established the following objectives for the Airport’s Food & Beverage offerings:

1. Improve the passenger travel experience and provide the highest level of customer service.
2. Design that incorporates the thematic vision that RIAC is implementing with its terminal improvements.
3. Provide seamless provision of amenities during the transition.
4. Update offerings based on changing passenger needs throughout the lease term.
5. Maximize revenue.

Schedule for Submission and Award

<u>Description</u>	<u>Estimated Timeframe</u>
NOI Amended and Reposted	03/31/2025
Visitor Badge Applications Due for Pre-Proposal Meeting 1	04/7/2025 by 12:00 PM
Pre-Proposal Meeting 1 & I Site Tour	*04/9/2025 at 9:00 AM
Visitor Badge Applications Due for Pre-Proposal Meeting 2	04/21/2025
Pre-Proposal Meeting 2 & Site Tour	*04/23/2025 at 9:00 AM
Questions Deadline	04/30/2025
Responses to Questions Deadline	05/09/2025
Proposal Due Date	06/16/2025 by 2:00 PM
Interviews/Selection Process	July/August 2025
Contract Execution	September 2025
Board of Directors Approval	October 2025
Estimated New Contract Commences	*January 2026

*Dates are subject to change. Additional pre-proposal dates may be added depending on the number of responses received. Pre-Proposal Meeting attendance is highly recommended but is NOT mandatory.

CONE OF SILENCE

To ensure a proper and fair evaluation, RIAC has established a “cone of silence” applicable to all Competitive Selection Processes, including RFPs, RFQs, NOIs, and IFBs. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The cone of silence will be imposed on all Competitive Selection Processes, beginning with an advertisement for the same and ending with the contract award. The cone of silence prohibits any communications, whether in writing or verbally, regarding a specific RFP, RFQ, NOI, or IFB between:

- A potential proposer (which includes vendors, service providers, bidders, lobbyists, and consultants) and their representative(s) and RIAC staff or RIAC consultants engaged to assist the authority on a specific RFP, RFQ, NOI, or IFB, except for communications with RIAC’s procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters of the Competitive Selection Process.
- A potential proposer and their representative(s) and a RIAC Board member.
- A potential proposer and their representative(s) and any member of the selection committee or negotiation team.

Further, Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any RIAC employee or Board member in connection with any competitive procurement.

Unless specifically provided otherwise in the applicable solicitation document, in addition to the exceptions set forth above, the cone of silence does not apply to:

- Communications with RIAC’s legal department.
- Oral communications at the pre-proposal or pre-bid conference.
- Oral communications during publicly noticed selection committee meetings that are specifically for presentations, demonstrations, or interviews.
- Oral communications during publicly noticed negotiation meetings.
- Oral communications during any duly noticed Board meeting.
- Communications relating to protests made in accordance with RIAC’s Procurement protest policy.

Any violation of the cone of silence by a respondent and their representative(s) will render their response void, as well as any resulting contract awarded to them. Any communications regarding matters of process or procedure from a respondent or lobbyist must be submitted to the assigned procurement agent.

General Background

RIAC operates Rhode Island T. F. Green International Airport, which is Rhode Island’s only certified Part 139 commercial air-carrier airport. The Airport is primarily an “Origin & Destination” (O&D) airport. In recent years, approximately 99 percent of the passengers at the Airport either began or ended their journeys at the Airport. The Terminal has a capacity of twenty (20) jet gates and one (1) commuter gate for a total of twenty-one (21) gates, which extend to the north and south of the central terminal area. Facilities for departing passengers are located on the second level, where ticket counters, baggage checks, departure lounges, and concessions (such as restaurants and news/gift stands) are located. From there, departing passengers take the concourse to the appropriate hold room and gate. International passengers arriving at the Airport utilize a U.S. Customs and Border Protection (CBP) facility, which is conveniently located on the first level of the Terminal. As of February 1, 2025, airlines serving the Airport lease approximately 80,000 square feet of exclusive and preferential use area and approximately 60,000 square feet of common use area. In Calendar Year 2024, approximately 60% of the Enplanements boarded on the northern half of the concourse, and 40% of the Enplaned passengers boarded on the southern half of the concourse. **Table 1** provides Fiscal Year (FY) Enplanement details for your consideration in developing your proposal(s). RIAC’s FY period is July 1 through June 30.

Table 1

Table 1 - Fiscal Year Enplanements

Month	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024*	FY 2025*	FY 2026*
July	202,727	185,182	39,096	118,614	168,337	193,872	197,633	203,885
August	202,148	186,219	39,682	122,012	173,865	199,108	197,901	204,162
September	170,666	165,223	39,387	111,857	149,248	216,375	171,339	176,759
October	190,862	187,380	49,740	128,872	170,773	189,594	203,782	206,571
November	177,079	161,488	42,133	119,622	146,020	172,279	192,036	194,664
December	156,662	164,846	42,857	115,944	142,493	180,729	174,696	177,087
January	136,344	139,666	36,127	81,828	119,030	145,115	149,706	151,754
February	136,322	141,048	41,467	109,632	128,052	146,647	151,286	153,356
March	168,865	74,193	66,512	140,039	144,964	172,569	178,028	180,465
April	166,029	4,835	98,701	138,915	166,275	183,427	189,230	191,819
May	168,935	13,953	103,136	127,964	169,469	183,776	189,590	192,184
June	169,760	29,831	103,981	136,088	176,586	184,174	190,000	192,600
Total	2,046,399	1,453,864	702,819	1,451,387	1,855,112	2,167,666	2,185,227	2,225,306

* Enplanements are Estimated January 2025 & beyond based on Federal Aviation Administration Terminal Area Forecasts

Current Concession Program(s) Information

The attached **Exhibit A** to this NOI depicts the Airport’s two concourses, the individual Food & Beverage concept and concessions storage locations. Grove Bay Concessions PVD is the primary Food & Beverage Concessionaire at the Airport, operating a large portion of the entirety of the Airport’s concessions program, as indicated in **Table 2**. As a component of a Proposer(s) submission, it is critical to develop and demonstrate a detailed transition plan to ensure minimal impact on airport operations and passenger customer service. The listing of all concession concepts formerly and currently in the Airport’s Food & Beverage concessions program, including square footage, descriptions, and financial statistics, can be found in **Table 2**. Please use the concept square footage information from **Table 2** to complete **Attachment 1**.

Table 2
Concessions and Financial Statistics

Location	Concept Name	Concept Type	Current Size (Sq Ft.)	Gross Revenue				FY25 TD 12/31/24*	FYE 6/30/25*
				FYE 6/30/21	FYE 6/30/22	FYE 6/30/23	FYE 6/30/24		
Pre-Security (Ticketing) Food and Beverage Concessions									
	Café L'Artisan	Specialty Coffee	1,960			-	-	130,194	239,850
Post Security (Concourse) Food and Beverage Concessions									
Food Court	Saugy's	Quick Serve	638			-	407,584	357,389	658,399
Food Court	Rhode Island Burger Company	Quick Serve	637		334,948	999,168	1,657,103	757,119	139,799
Food Court	Half Moon Empanadas	Specialty Coffee	637			-		272,151	501,370
Food Court	Whalers Bar	Bar	638		287,374		377,050	360,987	665,027
Food Court	Seating		2,860		-	-	-	-	-
North	Dunkin' Donuts	Coffee	860	1,117,831	1,885,681	1,836,332	2,309,272	1,052,983	1,939,855
North	Providence Provisions	Casual Dining	2,390	943,868	3,057,711	3,481,915	3,419,242	1,823,913	3,360,098
North	Narragansett Bar & Grille	Casual Dining	1,987				-	-	-
South	Dunkin' Donuts	Coffee	480	230,690	642,243	669,761	1,085,079	658,800	1,213,672
South	Federal Hill Italian Eatery	Casual Dining	2,358	427,683	1,434,758	1,465,179	1,376,416	725,165	1,335,932
Total Food/Beverage Concessions			15,445	\$ 2,720,072	\$ 7,642,715	\$ 8,452,355	\$ 10,631,746	\$ 6,138,701	\$ 11,309,001

* Revenue Through December 31, 2024 (YTD for first 6 months of FYE 6/25) is actual. January through June, 2025 revenue (last 6 month of FYE 6/25) is projected.

Office and Storage Space

In addition to permissible office and storage areas that may be created within the Assigned Premises, the successful Proposer(s) may lease certain areas for office/storage space as shown in **Table 3** and depicted in **Exhibit A**. However, RIAC reserves the right to remove any or all of these spaces from consideration at any time during the NOI process. Proposers are not limited to the space specified in **Table 3**. Proposers may request, as part of their submission, additional square footage for office/storage space. This office/storage area will be leased by RIAC to the Concessionaire on a cost-per-square-foot basis equivalent to the Airport’s Signatory Airline rate. While this rate is subject to change on July 1 of each year, the Signatory Airline rental rate for **fiscal year 2025 is \$119.65** on a per-square-foot basis. The finishes and furnishings of the office space(s) shall be at the sole cost of the successful Proposer(s). The successful Proposer(s) will

also be solely responsible for all utility costs associated with this office/storage space. RIAC shall determine which space(s) is/are allocated to Concessionaire in its sole discretion.

Table 3
Office and Storage Space
Food/Beverage

<u>Location/Description</u>	<u>Current Size (Sq Ft.)</u>
South Concourse Under Gate 5	300
	300

Term

The term of the Concession Agreement for this location shall be for a **minimum of five (5) years** and a **maximum of ten (10) years**, as may be specified by Proposers in their responses, and shall contain the following minimum terms, provisions, and requirements:

Pricing

Pricing for all items or services sold by Proposer(s) from the Assigned Premises shall be no greater than (1) manufacturer’s suggested retail (pre-printed) price or (2) the average street price plus up to ten percent (10%) as approved by RIAC of comparable items (size and quality) sold within a twenty-five (25) mile radius of the Airport, or (3) the highest price plus up to ten percent (10%) charged for the same or similar products (size and quality) sold at any of the approved Price Comparison Locations (PCL) as will be defined in the Agreement.

General Operating Standards

RIAC seeks a premium and sophisticated concept that enhances the customer experience with a well-curated selection of food and beverage options. We are open to innovative ideas, including those that feature alcohol service. The concept must offer high-quality coffee and breakfast from 4:00 AM to 10:30 AM and provide a diverse menu that appeals to travelers throughout the day. While nationally branded concepts are welcomed, RIAC will also consider distinctive local, regional, or proprietary airport concepts that align with these standards.

The definitions for nationally branded, local/regional brands, and airport/proprietary concepts have been established in the 2023 ACI-NA Concessions Benchmarking Survey and are stated as follows:

- a. National/International Brand - A brand that is marketed and distributed nationally or internationally;
- b. Local/Regional Brand – A brand that is developed, distributed, and promoted within a defined geographical area; and
- c. Airport Brand/Non-Brand – A generic brand relative only to the Airport.

RIAC requires the following minimum operating hours as listed by concept below:

Existing Concept	Concept Desired	Minimum Operating Hours*
Dunkin' Donuts Coffee & Breakfast Concept - South Concourse	Open Concept Concession w/ Coffee and Fast Breakfast	4:00 AM - 7:00 PM (Breakfast from 4:00 AM – 10:30 AM)

2. The concept must provide menu items appropriate to its respective hours of operation, including breakfast, wherever possible unless otherwise agreed upon by RIAC. All concepts that do offer breakfast must serve breakfast items until 10:30 AM or later.
3. In the case of a national name brand and local/regional concept being proposed, the quality of the offerings should be the same or of a higher standard than the offerings at the concept's street location.
4. For each local/regional concept proposed, the Proposer(s) must show the local/regional operator's level of involvement in the concept and the standards established to ensure the concept will be operated at the Airport in the same manner as the street location.
5. Concession space is expected to be developed for revenue-producing purposes, except for areas provided for seating.
6. Each Proposer will be responsible for providing all capital investments for each concept, including equipment, fixtures, and furniture for seating areas designated within each unit, which may be required above and beyond the equipment that may be present in each location.
7. Concessionaires should keep up with food & beverage industry trends and adjust menus and offerings to reflect customer needs and preferences. All changes should be reported to RIAC.

Capital Investment

A minimum capital investment is required under this Agreement, with a primary focus on enhancing storefront aesthetics to create a compelling and visually appealing “curb appeal.” From RIAC’s perspective, the storefronts' curb appeal is the most critical consideration for any renovation. Proposers may identify and prioritize construction elements, whether related to equipment needs or architectural enhancements, as they deem appropriate.

Investment in these concepts should embrace an “open architecture” approach wherever feasible, incorporating high-end finishes to elevate storefront details and enhance the overall visual appeal of associated eateries. The design theme for the storefronts must be developed in close coordination with RIAC, and ultimately, RIAC retains the final authority over all design approvals.

The initial capital investment amount shall be sufficient to develop the concept and provide all necessary furnishings and equipment to the Assigned Premises to operate a first-class program. The “Terminal Renovation Design Vision, Thematic and Finish Concept” attached as **Exhibit B** shall be used as a guide by Proposers as to the appearance and finishes desired by RIAC with respect to the design of the concept location. The capital investment amounts for the entirety of the Assigned Premises as depicted on **Exhibit A**, must be provided in **Attachment 1**, to be completed by Proposer.

Food & Beverage Program

A minimum capital investment of \$475 per square foot is required for the Food & Beverage Concession Program within the assigned premises. Given that the existing infrastructure is approximately 19 years old, proposed concepts must lead to a comprehensive redesign and renovation of storefronts and façades. The objective is to create a dynamic, visually compelling environment that reflects Rhode Island’s distinctive local character while enhancing the overall passenger experience.

Construction Plan

Proposers shall submit a detailed construction plan as required per Section 8 of the Submittal Criteria, which shall be dependent on the Occupancy Availability Schedule for the Assigned Premises attached as **Exhibit C**.

Utilities

The Concessionaire shall be solely responsible for utility services and associated costs within the assigned premises, including but not limited to heating, cooling, and electrical services. At its own expense, the successful Proposer must install or arrange for the installation of all necessary equipment, meters, and infrastructure required to secure electrical, telephone, internet, Wi-Fi, and other essential utility services. Additionally, the Proposer shall be responsible for remitting payment directly to the service provider or RIAC, as applicable.

Equipment, Maintenance, and Repairs

The Assigned Premises include various restaurant equipment and fixtures, such as cooking and food preparation equipment, refrigeration and freezer units, appliances, HVAC systems, plumbing and drainage systems, electrical systems, ceiling tiles, speakers, and entertainment/television systems, all of which are the property of RIAC (“RIAC Property”). Proposers may utilize RIAC Property within the concept at no cost. However, all RIAC Property is provided on an “as-is, where-is” basis, with no warranties, expressed or implied, regarding its operational suitability.

Proposers are responsible for all maintenance required under the RIAC Property Maintenance and Repair Requirement. In addition, Proposers must maintain and repair their own tenant improvements, including fixtures, equipment, and any additional tenant property incorporated into the concept locations beyond the RIAC Property provided.

Compensation

Proposer(s) shall propose a rental structure to RIAC in the form of a percentage rent based on the gross revenues for each year of the contract (“Percentage Fee”). Each proposal must indicate, in the enclosed **Attachment 2**, the Percentage Fees to be offered to RIAC for the term of the Agreement.

For purposes of the determination of concession rent payable by Concessionaire at any time during the term, for Years 1 and 2 of the Agreement, the successful Proposer(s) shall pay

monthly to RIAC: 1) Rent based on the Percentage Fees, plus; 2) Additional rent for office/storage spaces.

Beginning in Year 3 of the term of the Agreement, the successful Proposer(s) shall pay monthly to RIAC the **GREATER** of: 1) A monthly prorated Minimum Annual Guarantee (MAG) or 2) Percentage Fees of the Concessionaire's monthly gross revenue (as offered by Proposer(s) on **Attachment 2**), plus; Additional rent for any office/storage spaces. Beginning in Year 3, a MAG will be established in an annual amount equal to 85% of the total Year 2 Percentage Fee Rent payments to RIAC. The MAG for each subsequent year of the Agreement shall be established as 85% of the total prior year's Percentage Fee Rent payments to RIAC, provided, however, at no time shall there be a reduction in the MAG from one year to the next during the term.

RIAC shall not accept a Proposal that contains a percentage rental structure below the minimum percentages as shown below.

Minimal Percentage Fee Basis:

RIAC has set the minimum acceptable percentage fee basis for this NOI as follows:

Food/Beverage Concessions Program

<u>Category</u>	<u>Minimum Percentage Fee</u>
I – Food & Non-Alcoholic Beverages	13% of Annual Gross Revenue
II – Alcoholic Beverages	16% of Annual Gross Revenue
III- Lottery (if offered)	25% of Annual Net Revenue

Badging – The successful Proposer' (s) employees shall be badged according to RIAC's policy, which is located at <https://www.flyri.com/riac/badging/>.

Employees – Proposer(s) are encouraged to consider hiring qualified personnel previously employed by the current and previous airport concessionaires. Proposer(s) shall utilize workers who are skilled in the tasks to which they are assigned and can consistently provide the highest quality of performance and customer service on a daily basis. RIAC expects dependable, steady service.

Employee Parking - All employees working at the Airport who must be badged are permitted to purchase a parking card. The current employee parking rate is \$35 per month and allows employees to park in Employee Parking Areas as may be designated by RIAC.

Deliveries – All deliveries are made to RIAC's loading dock located on Delivery Drive off Airport Road. The Concessionaire's badged employees will receive the merchandise, perform self-inspection, and transport the products to the Terminal along designated routes.

Concession Agreement

RIAC has provided the template Concession Agreement as part of this NOI process. RIAC requires the Proposer to execute the Concession Agreement **prior to approval from the Board of Directors**. RIAC strongly urges Proposers to read the Concession Agreement fully upon receipt.

Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Requirements

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this concession. It is the policy of RIAC to practice non-discrimination based on race, color, sex, or national origin in the award and/or performance of this contract. All Proposers qualifying under this solicitation are encouraged to submit bids/proposals. The award of this concession will be conditioned upon satisfying the requirements of this NOI. These requirements apply to all concession firms and suppliers, including those who qualify as ACDBEs. **A specific ACDBE contract goal has not been established for this agreement. However, RIAC strongly encourages participation from ACDBE entities. To facilitate this, we have implemented a Small Business Element for this contract, ensuring that all ACDBE regulations apply to all concessions involved.** RIAC recommends that Proposers contact the Minority Business Enterprise Compliance office (<https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office>) to assist in those efforts.

The Proposer will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform, (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet the contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Concessionaire's commitment; and (6) If the contract goal is not met, evidence of good faith efforts. **The forms provided in Attachment 3 must be utilized in submitting this information or requesting a waiver if the contract goal cannot be met as a component of this NOI.** d

Proposers are encouraged to reach out to RIAC's **ACDBELO (Christine Donohoe, cdonohoe@pvdairport.com)** and cc: **procurement@pvdairport.com** with any questions regarding RIAC's ACDBE Plan and related initiatives.

RIAC uses the Minority Business Enterprise Compliance Office for RIAC's ACDBE Certification process. The Minority Business Enterprise Compliance Office maintains a directory identifying all firms eligible to participate as ACDBEs and updates the directory, regularly. The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as an ACDBE. An updated directory may be obtained by:

Department of Administration
Division of Equity, Diversity, & Inclusion
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, Rhode Island 02908-5890
Website: <https://dedi.ri.gov/>

Directory link: <https://dedi.ri.gov/division-units/minority-business-enterprise-compliance-office/mbe-wbe-dbe-acdbe-and-vbe-programs-0>

RIAC has opened this solicitation to encourage participation by small businesses (see Small Business Element #9 in Submittal Criteria). Additionally, RIAC encourages ACDBE participation in proposals in response to this NOI solicitation. According to 49 CFR Part 23.25, Proposers may meet their ACDBE participation by applying any of the measures below:

1. 100% ACDBE Participation

The Proposer is solely owned and operated as a certified ACDBE firm in the State of Rhode Island.

2. Direct Ownership Percentage Participation

A percentage of the business is designated to be owned, operated, and/or maintained by a certified ACDBE through a joint venture, partnership, sub-lease, management, licensee, operating, and/or franchise agreement.

3. Percentage of Purchases and/or Leases of Goods/Services Participation

A percentage of the gross revenue will be committed to the purchase of goods and services from ACDBE-certified vendors. A directory of ACDBEs certified to provide goods and services may be obtained from the Minority Business Enterprise Compliance Office.

Request for Proposal Requirements

Two Preproposal meetings have been scheduled for this NOI to familiarize Proposers with the available location and bidding requirements. Pre-Proposal Meeting 1 and Site Tour is scheduled for **9:00 AM EST on April 9, 2025**; interested parties must complete and submit a visitor badge application to procurement@pvdairport.com no later than **12:00 PM EST, April 7, 2025**, in order to attend the site tour. The visitor badge application is provided as Attachment 5 to this NOI. Additionally, **Pre-Proposal Meeting 2 and Site Tour** is scheduled for **9:00 AM EST on April 23, 2025**; interested parties must also complete and submit a visitor badge application to procurement@pvdairport.com no later than **12:00 PM EST, April 21, 2025**, in order to attend the site tour. Additional meetings may be added depending on the number of responses received.

RIAC requires the following components to be included in each proposal in order for it to be considered complete. The Selection Committee will evaluate and compare only those proposals that substantially conform to the terms and conditions of this NOI. Proposals shall be:

1. Printed on 8 1/2" x 11" paper with the exception of renderings, which may be printed on 11" x 17" paper
2. Sequentially numbered and tabbed as outlined below
3. Use no less than 12pt font with the exception of renderings
4. Spiral bound

Proposing firm shall submit ten (10) printed copies and one (1) electronic thumb drive of the proposal in a PDF format. No other form of delivery (electronic/facsimile/etc.) is acceptable for this NOI. Proposals shall be submitted to:

Office of Procurement
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886-1533

All Proposal packages shall be clearly marked at the attention of:

Food & Beverage Opportunities – Contract No. 35911

The proposal must be received **no later than 2:00 PM EST on June 16, 2025**. RIAC accepts deliveries during normal business hours Monday through Friday, 8:30 AM to 4:00 PM EST, excluding national and local state holidays. It is the sole responsibility of the responding firm to ensure delivery of its proposal/bid on or before the due date/time; RIAC will not accept any bid/proposal that is received after the due date/time with NO EXCEPTIONS. RIAC will not accept electronic submissions (e-mail, web, fax, etc.) Questions concerning this NOI should be directed via e-mail to procurement@pvdairport.com no later than **4:00 PM EST on April 30, 2025**. RIAC will respond to all relevant questions no later than end of day **on May 9, 2025**. This addendum will be posted to RIAC's website (www.flyri.com/riac/procurement) and the State of Rhode Island's Division of Purchasing website (<https://www.ridop.ri.gov>).

RIAC accepts no financial responsibility for any costs incurred by a firm in responding to this NOI, participating in oral presentations, or meeting with RIAC prior to being awarded the contract. The proposals in response to this NOI become the property of RIAC and may be used by RIAC in any way it deems appropriate. All information submitted in response to this NOI is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firms may redact in the public copy any trade secrets or commercial or financial information that is of a privileged or confidential nature pursuant to the Access to Public Records Act (RI Gen. Laws § 38-2 et. seq.). If a firm does not submit a redacted public copy, RIAC assumes that the firm is not seeking confidential treatment for any of its information, and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the NOI, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RIAC will be the sole judge in determining equivalent products (if applicable).

RIAC reserves the right to interview some, all, or none of the Proposers responding to this NOI based solely on its judgment as to the Proposer's proposal and capabilities. Please note that

RIAC will tentatively schedule interviews throughout the month of July and August 2025 should it receive numerous proposals. Proposers are asked to plan accordingly. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No Proposer may withdraw their submittal for at least one hundred eighty (180) days after the time and date set for submission. RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend, or waive any provisions of this NOI prior to the issuance of a contract.

Proposal Deposit

Companies submitting proposals shall provide a Proposal Deposit in the amount of five thousand dollars (\$5,000). The Proposal Deposit must be in the form of a certified check, a cashier’s check, or a proposal bond in such form and substance acceptable to RIAC. Checks should be made payable to the Rhode Island Airport Corporation. If the successful Proposer(s) fails or refuses to execute the Concession Agreement, the sum of the Proposal Deposit will be retained by RIAC, not as a penalty, but as liquidated damages. The damages resulting from the failure to enter into an executed Concession Agreement are difficult to ascertain, and the entire sum of the Proposal Deposit is a reasonable estimate of these damages. No interest will be paid to Proposer(s) on this Proposal Deposit. If a Proposer is notified that they were not selected, the proposal deposit will be returned. If a Proposer(s) is successful, the Proposal Deposit will be returned upon execution of the Concession Agreement, and a Performance Guarantee as stipulated in Section 10.c. of this NOI will be required in place of the proposal deposit.

Submittal Criteria

All proposals meeting the minimum terms, provisions, and requirements expressed herein will be reviewed by a Selection Committee from RIAC to determine the submissions reasonably susceptible of being selected for award and invited to enter into a competitive negotiation. The final proposal considered most advantageous to RIAC considering the Evaluation Criteria below and the relative importance of each will be selected for the award of a final contract. The decisions as to the process, timing, and selection will be based entirely on the judgment of RIAC’s Selection Committee. The proposals must include the following tabbed information in order to be evaluated by the Selection Committee:

- 1. **Letter of Interest** – Proposer shall provide a signed cover letter of interest which includes Proposer’s name, the form of business entity (e.g., Corporation, Partnership, etc.), principal address, primary contact, including title, phone number, and e-mail address, and indicates Proposer’s request for consideration. The letter of interest should clearly demonstrate the Proposer’s interest in performing the services indicated in this NOI. The letter should also identify the composition of the Proposer’s team, including any joint venture partners and subtenants, and identify the ACDBE partners participating in the proposal. The letter of interest should be signed by the Proposer’s authorized representative.

- 2. **Qualifications, Capabilities, and Experience** - Proposers shall provide a detailed company history, highlighting the Proposer’s and partners’ qualifications, capabilities, and experience.

- a. Describe your experience in the operation of Food & Beverage operations.
 - i. Provide a listing of all concepts and locations operated. Proposer's past experience should be a minimum of five (5) years; and
 - ii. For each of the concepts and locations, provide a listing of the location, name of the facility, concepts at each facility, and annual gross revenues of the past three (3) years.
- b. Provide a listing of any contracts that have been terminated or canceled within the past three (3) years prior to the expiration of their contractual term. Additionally, provide a listing of any pending lawsuits or unresolved disputes for the termination of any concept operated by you within the past three (3) years.
- c. Provide the contact information for at least five (5) references as to your capability to execute an effective, customer-friendly Food & Beverage operation.
- d. Provide the current number of full-time and part-time employees, current training capabilities, and the size and structure of the corporate staff (accounting, human resources, etc.).

3. Management and Operations Plans – Proposer is to provide sufficient detail to allow RIAC to evaluate how Proposer's management and operations plan will achieve the goal of operating a high volume Food & Beverage operation. To perform this evaluation, RIAC requires the following information:

- a. Identify the pertinent experience of the persons who will be directly involved in the day-to-day operations and management of the facilities. Identify the on-site managers and assistant managers with resumes attached. Specifically, identify any locations where the proposed manager has managed one (1) or more of these types of operations.
- b. Describe the staffing levels and schedule to illustrate coverage for a typical week, showing the number of employees by concept, title, and shift. If location is to be subleased by Proposer, describe how the Proposer will ensure adequate staffing and coverage.
- c. Provide emergency operations staffing procedures. Proposers should describe their procedure for handling emergency situations (i.e., security breaches, weather, etc.). Emergencies can happen during the normal course of the day, including but not limited to flight cancellations and diversions. Describe how the operation will adapt in order to supply products to the concept, call in extra staff, hold over existing staff, etc.
- d. Describe the processes and systems in place to minimize the risk of theft/shrinkage with particular emphasis on controls for cash transactions.

4. Proposed Concepts, Brands, Locations, and Menus – Proposer(s) must submit relevant information in sufficient detail to clearly define the proposed concepts, brands, proposed development, and menus for the concept. The overall concept mix developed within the Airport must result in a homogeneous variety of casual dining, quick-serve, coffee, bar/alcohol, to-go, and grab-and-go options. In that regard, RIAC, in its sole discretion, shall determine the best overall concept mix from proposals

received, which provides the most diverse and financially beneficial Food & Beverage program to the Airport.

- a. Describe the rationale and justification for selecting the proposed concepts/brands and how the proposed concepts/brands will enhance the applicable program, appeal (aesthetics) to the traveling public, and maximize non-airline revenue to RIAC.
- b. If available, provide photos of other locations where these concepts have been successful. Include photos of the store exterior, interior, signage, applicable menus, or any other visual information that would effectively communicate the concept.
- c. Submit data showing how these concepts have succeeded elsewhere and demonstrate the marketing strategies and techniques to be used to promote the concepts.
- d. Describe any franchised or licensed brands/concepts to be proposed as part of your submission. Include a letter from the franchiser/licensor expressly granting the Proposer the right to utilize the concept/brand.
- e. If a Proposer desires to sell brand-related merchandise from a food and beverage concept, describe the merchandise to be offered and its relevance to the food concepts.
- f. Submit proposed menus, offerings, and pricing for each of the concept(s). Specifically for the Food & Beverage program, provide the following:
 - i. Proposed menu and pricing, including an explanation of how the proposed menu and price points will appeal to the Airport's users;
 - ii. How will the concepts adapt to changing food and beverage trends and menu life cycles. Describe how the concept will meet the passenger's request for healthy food choices, special dietary needs (vegetarian, vegan, gluten-free etc.), and locally produced products; and
 - iii. Address the ability of the menus to include lunch, dinner, and breakfast (if applicable), differing portion sizes, children's options, senior citizens, and employee discounts.

5. Design and Quality of Improvements – RIAC seeks designs that are high quality from a visual and materials standpoint, which focus on the “curb appeal” of the storefront and façade presentation, promote a sense of “open architecture” (where applicable), and capture the spirit of Rhode Island (please see **Exhibit B**). Proposers must:

- a. Submit narrative and rendering/layout designs to facilitate the evaluation of the quality and design of the proposed improvements. Sketches or photographs of existing or similar concepts will be accepted in 11” x 17” formats or larger.
- b. The renderings, layout plans, and narratives are intended to communicate both technical information and the design concepts, as well as to provide an experiential sense of the finished scheme. Renderings and plans should provide a complete understanding of the following:
 - i. Site plan identifying passenger/customer flow;
 - ii. Overall design;
 - iii. Color schemes;

- iv. Furniture, fixtures, and finishes;
 - v. Examples of written descriptions of how the design integrates a “Sense of Place” and
 - vi. Number of customers that each concept is capable of accommodating in peak periods.
- c. Include material listing and material boards that demonstrate the image, quality, durability, and colors of the various materials to be used for each concept.
 - d. Proposals must show how support space and logistics were incorporated in the design of the space to prevent users of the Airport from seeing “back of the house” activities (i.e., trash, storage, cleaning supplies).

6. Financial Proposal and Capital Investment – In addition to **Attachment 2**, Proposer (s) must provide a financial plan (e.g., pro forma operating statements) for each of the concepts proposed, including projected gross sales and operating expenses for the number of years proposed as their respective lease terms (minimum five (5) years, with a maximum of ten (10) years).

7. Staffing and Customer Service – The recruitment, training, evaluation, and retention of quality employees are critical to the success of the concept.

- a. A staffing plan for the concept is to be included in your submission. Include the staffing schedule for the concept, including proposed hours of operation. Detail the differences in responsibilities and duties for each management and staff level (i.e., general managers, store managers, assistant managers, shift supervisors, etc.).
- b. Describe your plan to attract, hire, train, and retain staff to the levels indicated above. Pay particular attention to describing the employee transition plan (if applicable), retention plan, and any unique training or incentive programs you offer to the employees. Include detailed information about your intended compensation levels and employee benefits structures, including, but not limited to, how you intend to compensate any full-time employees. Firms should provide sufficient detail for RIAC to determine how they plan to offer living wages and benefits.
- c. Provide a detailed description of the customer service management approach and systems to be used. Explain how you will monitor customer satisfaction and report those findings to RIAC proactively. Provide any specific programs to be used at the Airport (i.e., mystery shopper) to monitor customer service and the timeframe and concepts for where those programs will be utilized.
- d. Describe any initiatives your firm designed/implemented to minimize the operational impact on the environment and to reduce or eliminate the consumption of single-use plastics such as plastic bags and straws, as well as plastic cups, bottles, utensils, etc.

8. Implementation, Transition, and Construction Plan - The redevelopment of the Food & Beverage location will require significant logistical and operational skills of the

Proposer(s). Therefore, Proposer(s) need to explain to RIAC how they will address the transition and implementation plan for the new concept. Specifically;

- a. Identify your plan for implementing and managing the process from design through construction for the concept, including a proposed schedule for redevelopment of the concept within the program and any “back-room” modifications. The construction period proposed must encompass the redevelopment of the location no later than six (6) months after the space is made available to the Proposer(s) in accordance with the Occupancy Availability Schedule for the Assigned Premise attached as **Exhibit C**. Note: If Successful Proposer fails to open the location(s) as outlined in its proposal within six (6) months of Occupancy Availability Schedule, RIAC shall charge rent in the amount of the then-in-effect Signatory Airline Rate (**FY25 is currently \$119.65 sq./ft. per year**).
- b. Describe your communication plan to employees and passengers throughout the construction and/or concept turnover phase.
- c. With respect to the Food and Beverage concept, describe how you plan to limit the impact on customers, including the potential of utilizing temporary space or structures.
- d. Provide any references where you have had related experience.

9. Small Business Element – As previously stated, Proposers are strongly encouraged to obtain ACDBE participation, however we are implementing the small business element to encourage participation not only in ACDBEs but all small businesses. All proposers are required to submit the Small Business Participation form found in **Attachment 3**..

RIAC has created a **small business element** to provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations.

The small business element is incorporated as **Attachment 3** to this NOI Solicitation. The program elements will be actively implemented to foster small business participation. RIAC acknowledges that active use of the small business element is a requirement of the good faith implementation of this ACDBE program.

- (1) A small business is a business that is independently owned and is operated for profit, and is not dominant in its field. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it ([13 CFR Part 121](https://www.ecfr.gov/current/title-13/chapter-I/part-121)). Please see: <https://www.ecfr.gov/current/title-13/chapter-I/part-121>
- (2) ACDBE firms are eligible for participation in the small business element.

10. Financial Information – (The following shall be submitted in a separate envelope marked as “Confidential”). Proposers must clearly demonstrate the financial capability to undertake these Concession programs.

- a. Proposers should provide the latest two (2) full years of financial statements or official IRS transcripts, including balance sheet, income statement, and statement of cash flow prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America and audited by an independent certified public accountant.
- b. Proposal Deposit shall be included in the envelope.
- c. Proposers shall pay a performance guarantee equal to two (2) months’ rent based on the square footage of the location multiplied by the then-in-effect Signatory Airline Rate (**FY25 is \$119.65 sq./ft. per year**).

Evaluation Criteria

Each responsible Proposer who submits proposals determined in writing to be reasonably susceptible of being selected for award may be invited to participate in a competitive negotiation pursuant to R.I.G.L §37-2-19. When determining which proposals are reasonably susceptible of being selected for award and evaluating negotiated proposals, the Selection Committee will consider the following criteria and related weighting:

• “Curb Appeal” and other Improvements	20.0%
• Financial Proposal	30.0%
• Proposed Concepts, Brands, Offerings and Menus	25.0%
• Qualifications, Capabilities, Experience, and Management & Operations Plans	20.0%
• Small Business Participation Plan (including ACDBE)	<u>5.0%</u>
	100.0%

RIAC will make every effort to administer the NOI process in accordance with the terms and dates discussed in this solicitation. However, RIAC reserves the right to modify the process, evaluation criteria weighting, and dates as deemed necessary at its sole discretion. RIAC will seek proposals that yield the greatest benefits to the public in terms of the level of service, types, and variety of concepts, as well as financial return to RIAC. During the review of the proposals, RIAC or the Selection Committee may:

- Conduct reference checks and rely on or consider any relevant information from such cited reference or from any other sources in the evaluation of proposals;
- Seek clarification of a proposal or additional information from any and all Proposers and consider the same in the evaluation of proposals;
- Waive any requests for requirements if such waiver is in the best interest of RIAC;
- Request interviews or presentations with any, some, or all Proposers to clarify any questions or considerations based on the information included in the proposals.

Additional Requirements

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at the Board of Elections Campaign Finance Division website at <https://elections.ri.gov/finance/index.php>. Please call (401) 222-2345 or e-mail campaign.finance@elections.ri.gov with any questions or concerns.

Major State Decision-Maker

Does any Rhode Island “Major State Decision-Maker,” as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, “Major State Decision-Maker” means:

- (i) All general officers and all executive or administrative heads or heads of any state executive agency enumerated in R.I.G.L § 42-6-1, as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel, or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff and
- (iii) All members of the state judiciary, all state magistrates, and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff, or state court administrator.

If your answer is “Yes,” please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Operator agrees that throughout the Term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Title VI Solicitation Notice

RIAC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select businesses or disadvantaged business enterprises and airport concession 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 (including limited English proficiency) creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. The **Required Federal Contract Provisions, Civil Rights - General** are attached as **Exhibit D**.

END OF NOI

Exhibit B

Terminal Renovation Design Vision, Thematic, and Finish Concept

Will be shared exclusively with the awarded Proposer

