

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS
CONCOURSE C AMENITIES
ROOM SB2040
CONCESSION AGREEMENT ADA-32658**

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Please ensure this lease proposal package includes all documents listed above. The Airport Leasing Office will furnish copies of any missing pages upon request. However, the Airport assumes no responsibility for any missing document.

TERMS OF REQUEST AND INSTRUCTIONS FOR PROPOSERS

Pursuant to 17 AAC 42.354–42.381, the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), Ted Stevens Anchorage International Airport (Airport) is inviting eligible proposers (Proposers) to submit their proposals for the non-exclusive rights and obligations for the Concourse C Amenities Concession (Concession) ADA -32658 in the South Terminal of the Airport. Nature of Rights and Obligations: the Concourse C Amenities Concession seeks the non-exclusive right to redevelop, renovate, lease and management of a service(s) catered towards specialized or experience-based establishment, a retail venture or a food and beverage establishment as specified in this Request for Proposals (RFP). Any Proposer ultimately selected by the Airport will become a concessionaire (Concessionaire) by entering into a Concession Agreement (Agreement) granting the non-exclusive right to sell approved associated Concessionaire service(s), retail, or food and beverage from the Concourse C in the South Terminal, serving airline passengers, airport employees, and other users of the Airport as defined herein.

OVERVIEW OF CONCESSION OFFERING

Room SB2040 is centrally located post-security near Concourse B and the passenger arrival exit in the South Terminal. The selected Proposer will be required to propose and commit to a minimum capital investment for the build-out of this space. Please note that the Airport will only entertain no more than two (2) proposals per entity. It is the Airport’s goal to have Concession in full operation no later than December 1, 2026.

The Airport will select a single Concessionaire that will provide customers with prompt, courteous, top-quality service(s), retail or food and beverage in a clean environment.

- **Post-Security Space (Room SB2040; 988 sq. ft.)** – The Airport will encourage innovative concepts to propose a diverse range of business proposals that are unique, customer-focused business ventures. Proposals may be varied business concepts, that may include service(s)-based (specialized or experience-based) establishments, retail ventures, or food and beverage. Proposals should present a professional concept that will offer an enhanced experience during appropriate hours to the ticketed passengers, and others (e.g., flight crews, Airport employees, contractors, etc.).
- **Performance data:**

Ted Stevens Anchorage International Airport Passenger Data **Airport Fiscal Year July 1st through June 30th**

Passengers:	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
Enplaned	1,452,011	2,564,274	2,711,965	2,813,533	2,672,085
Deplaned	1,501,036	2,554,287	2,674,494	2,800,526	2,647,089
Total	2,953,047	5,118,561	5,386,459	5,614,059	5,319,174

Concourse C Passenger Data
Calendar Year

	Jan. – Dec. 2025	Jan. – Apr. 2026
Enplaned	1,834,695	534,031
Deplaned	1,838,092	540,787
Total	3,672,787	1,074,818

For the purposes of this RFP, proposers are encouraged to showcase their creativity in contributing to a vibrant and diverse traveler experience, catering to various preferences and needs. The goal is to curate a comprehensive and engaging commercial environment that enhances the overall travel experience for our diverse passenger base while assuring optimum revenue to the Airport.

Selection of the Concessionaire will be a three-step process:

- **Step One** consists of the submission of the following items:
 - 1) Proposal Deposit of five thousand dollars (\$5,000.00)
 - 2) Base Proposal which is comprised of the following three sections:
 - A) Term Financial Sheet;
 - B) Industry Experience;
 - C) Concept
 - 4) Blue Pages
 - A) Notarized Proposer’s Affidavit & Request to Negotiate
 - B) Notarized Acknowledgement of Addenda or Amendment
 - C) Notarized Percentage Fees, Capital Investment, and Build-Out Rent Commitment Form

R.S.V.P. is encouraged for the Pre-Proposal Tour but not required.

The above-listed and all attachments must be provided as further detailed in the Terms and Request and Instructions or defined herein must be delivered as described in this RFP and must be received by the Airport’s Leasing Department by July 27, 2026, by 2:00 pm AKST Time, or as later extended by written amendment (Proposal Deadline).

- **Step Two** consists of the Airport’s Evaluation Committee scoring individual Base Proposals using Evaluation Criteria as detailed in Section R. Based upon that determination, the Airport will either request Expanded Base Proposals or will select a Concessionaire and move to Step Three.
- **Step Three** consists of negotiating a final Concession Agreement between the Airport and the Proposer who submitted the top-scoring Base Proposal or Expanded Base Proposal. If the Airport is unsuccessful at negotiating acceptable final terms with the top-scoring Proposer, the Airport may, at its discretion, terminate negotiations with that Proposer and initiate negotiations with the next best-scoring Proposer.

The State encourages all interested parties, including Airport Concessions Disadvantaged Business Enterprises (ACDBE), to submit proposals. The State will not exclude any Proposer on the grounds of race, color, religion, national origin, sex, age, or disability. To view the State of Alaska, Transportation & Public Facilities Title VI Nondiscrimination Policy Statement: https://dot.alaska.gov/tvi_statement.shtml. To file a complaint under Title VI of the Civil Rights Act

of 1964 & Environmental Justice, Civil Rights Office, Transportation & Public Facilities, State of Alaska, go to: <https://dot.alaska.gov/cvlrts/titlevi.shtml>

Some provisions of the Concession offering are generally described below. Please read the complete offering, including all forms and exhibits, for details. **THE SAMPLE CONCESSION AGREEMENT AND ITS ATTACHED EXHIBITS ARE FULLY INCORPORATED AS PART OF THIS OFFERING AND CONTROL IN THE EVENT OF A CONFLICT BETWEEN ANY OTHER PORTION OF THIS RFP AND THE SAMPLE CONCESSION AGREEMENT. THE ACCOMPANYING SAMPLE CONCESSION AGREEMENT IS SUBJECT TO MODIFICATION BY NEGOTIATION IF THE CONCESSION MADE AVAILABLE UNDER THIS RFP IS AWARDED.** Capitalized terms in this RFP have the meaning provided in the Sample Concession Agreement.

A. Concession Agreement Term: The concession agreement will have a duration of five (5) years, starting on October 1, 2026, and terminating on September 30, 2031, subject to the execution of a contract and other conditions. The anticipated opening of the Amenities Concession is expected no later than December 1, 2026, contingent upon the outcomes and timeframe of the Amenities Concession agreement negotiations.

B. Rights Granted:

1. The Concessionaire shall have the right and obligation to develop an amenities concession facility in the Concourse C of the Airport's South Terminal as shown on Exhibit B of the Sample Concession Agreement and to sell State-approved amenities as determined at that location.
2. The limited nature of the above rights is outlined in Article IV (Rights Granted and Obligations Undertaken) of the Sample Concession Agreement.

C. Premises:

1. Each Proposer must propose to use the required leasehold area as identified in the RFP for this Concession. The configuration of the Concession must be such as to not allow queue lines to interfere with the ingress/egress area as shown on Exhibit B of the Sample Concession Agreement. A Proposer may also request additional space, but the Airport makes no representation that any additional spaces inside the Concourse C, the South Terminal, or the Airport will necessarily be made available for this Concession.
2. The space made available for this Concession is shown on Exhibit B of the Sample Concession Agreement and is located in the Airport's South Terminal in the Concourse C, and consists of the following:

Room SB2040 988 sq. ft. (minimum) All areas in this RFP are offered in "as-is" condition.

Subject to the required minimum area, a Proposer may propose to reconfigure and resize the space, but (a) no such modification will be approved until an Airport Building Permit for the modification is issued by the Airport after award, and (b) the Concessionaire will be solely responsible for any and all required construction at the Concessionaire's expense. Proposer must submit a Financial Term Sheet including desired space and

square footages. The area identified in the final negotiated Concession Agreement will constitute the Premises.

3. All areas in the RFP are offered in “as-is” condition. Interested Proposers may attend the optional Pre-Proposal Tour as detailed in Section L.

D. Revenues to the State: The Concession rent is made up of two (2) permanent components and one (1) temporary component. The permanent components include: 1) Percentage Fees and 2) Additional Rent. The third temporary component is Build-Out Rent as defined herein. The Airport may also require an Annual Guarantee from the Concessionaire as part of the negotiated Concession Agreement. The Concessionaire will be required to pay the Airport each month Percentage Fees calculated as a negotiated percentage (not less than the minimums stated in this RFP) of the Concessionaire’s monthly Gross Revenues as described below.

1. Each Proposer must state on the required Financial Term Sheet:

- a. Its proposed Percentage Fees (not less than 10% for service(s), food & beverage, and 15% for alcohol and retail); and
- b. Its proposed dollar amount per square foot of Premises for the temporary Build-Out Rent period from effective date, or as otherwise modified in writing by the Airport; and
- c. Its proposed capital investment dollar amount per square foot of Premises.

NOTE: For a proposal to be responsive, the Percentage Fees must not be lower than the respective required minimums but will remain subject to negotiation until the Agreement is signed by both the Concessionaire and the Airport. The financial proposal will, however, have a substantial bearing on the Airport’s selection of a Proposer with which to enter into negotiations.

E. Capital Investment: The successful Proposer will be responsible for all capital improvement costs associated with the respective awarded Concession opportunity. Materials used for Construction must meet the Airports Terminal Construction Standards as detailed at: <https://dot.alaska.gov/anc/business-terminal-construction-standards.shtml> and are subject to approval by the Airport. Each Proposer must propose the minimum dollar amount per square foot of Premises to which it commits to build out the Concession facilities. The Concessionaire’s investment commitment is defined to include the following items only:

- Directly contracted construction costs with a contractor;
- Furniture, fixtures, and equipment purchased specifically for use in the facility; and
- Administrative/overhead expenditures (including consulting, architectural, and engineering fees) not to exceed fifteen percent (15%) of the total approved cost of the unit project as defined above.

There is no preset minimum dollar amount of capital investment to which a Proposer must commit in an initial proposal. The capital investment commitment will, however, have bearing

on Evaluation Criteria scoring values in the Airport's selection of a Proposer with which to enter into negotiations.

- F. Proposer Qualifications: The Airport considers it very important that all Proposers, including the eventual Concessionaire, have sufficient professional service(s), retail or food and beverage. At a minimum, the Airport requires all proposals to demonstrate that either the Proposer (if an individual), or a proposed manager (whether employed or contracted) who will actively manage the Amenities operations, have, within the past five (5) years, at least twenty-four (24) months of experience in high-volume service(s), retail or food and beverage establishment. Furthermore, all Proposers must demonstrate that whether as an individual, an entity, or through an employed/contracted local manager, they possess the knowledge and experience to coordinate and execute any proposed design and build-out of the renovated Amenities facility in Concourse C. All Proposers must also commit to operate the proposed Amenities Concession, as approved by the Airport, until the end of the Term, and that their previous experience can be applied successfully at the Airport. Finally, Proposers must recognize that the Airport operates continuously year-round (24/7/365) and is situated within the Municipality of Anchorage; accordingly, most staffing and operational issues arising at the Concession are more difficult to address the farther away management is from the Airport.
- G. Proposal Deposit: The Proposer must submit with its proposal a five-thousand dollar (\$5,000.00) deposit, in the form of a money order, certified check, cashier's check, or other irrevocable instrument drawn on a financial institution located in the United States of America, payable to the State of Alaska. The Airport will fully refund the deposits of any unsuccessful proposers. The State shall apply the five thousand dollars (\$5000.00) Proposal Deposit as a credit toward fees due under the Concession Agreement, beginning on the Effective Date of the Concession Agreement, until fully exhausted.
- H. Airport Concessions Disadvantaged Business Enterprise Participation: It is State of Alaska policy that Airport Concession Disadvantaged Business Enterprises (ACDBEs) have the maximum opportunity to participate in the performance of Airport concession contracts.
- The Concession Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23.
 - The Concessionaire will comply with all applicable laws and regulations that concern the fair and equitable treatment of ACDBEs now in effect or which may subsequently take effect during the Agreement.
 - The Concessionaire shall provide a separate report of gross revenues and purchases attributable to ACDBE-certified suppliers to the Leasing Office upon request, but no less than once annually.
- I. Civil Rights: Definition: "Contractor" in this Article refers to Lessee. "Subcontractor" in the Article refers to Sublessee(s).

This Article is subject to modification based on potential future alterations to FAA Policies and Bulletins regarding Civil Rights and Nondiscrimination.

a. Nondiscrimination

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 or contractor 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.

b. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

J. Concession Agreement Award: The Airport will score each Proposal to identify the best responsive proposal by a responsible Proposer. The Airport will then issue a Notice of Intent to Negotiate. After the seven (7) day notice period, if no protests are received, the Airport will then enter negotiations with the Proposer whose proposal receives the highest combined evaluation scores for the Concession. The Airport will craft final terms for a Concession Agreement that, in the judgment of the State, best meets the Airport's goals and objectives as described below.

K. Airport's Goals and Objectives: The Airport's goal for this Concession offering is to select the proposal that will best strategically manage the following objectives:

- Provide optimum revenue to the Airport; and
- Provide quality service(s), retail or food and beverage products at reasonable prices; and
- Provide a high level of customer service yet creative or unique offerings that cater to the diverse needs and preferences of the Airport.

L. Comments or Objections: It is each Proposer's responsibility to carefully examine all documents that relate to this Concession offering and to determine all conditions that may affect its proposal. A Proposer's lack of understanding due to failure to thoroughly examine these documents is not grounds for modification of or relief from any term or condition of the Concession offering. All potential Proposers are strongly encouraged to attend the optional **Pre-Proposal Tour on July 1, 2026, at 12:00 pm AKST**. Any questions, comments or objections to the form of this offering, the terms, format, structure, language, criteria, or any

other aspect of this RFP, including the Terms of Request and Instructions to Proposers, Proposer's Affidavit and Request to Negotiate, Acknowledgement of Addenda or Amendment, Percentage Fees, Capital Investment, and Build-Out Rent, Sample Concession Agreement, and Supplemental Information (together, the "Request for Proposals" or "RFP"), must be submitted in writing to the Leasing Office at the address stated under Section N below or may be emailed to nathaniel.zacharzewski@alaska.gov on before **July 8, 2026 by 4:00 pm AKST, this is final opportunity to submit questions or comments.**

The Airport may, but is not obligated to, consider comments received after the deadline and will do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. Proposers are cautioned that the Airport may not deem the time sufficient to issue addenda addressing comments received after any specified deadline. Any issue relating to or arising from either the RFP documents as originally issued or relating to or arising from any addendum, including any issue of ambiguity, will be deemed waived and not a proper basis for any protest or appeal unless it is presented in a written objection or comment received by the Leasing office by that deadline.

M. Optional Pre-Proposal Tour: The Airport will conduct an **optional Pre-Proposal Tour on July 1, 2026 at 12:00 pm AKST.** To participate in the optional Pre-Proposal Tour of SB2040 at the Airport, it is important to strictly follow the Airport's Visitor Badging protocol, please arrive early enough to allow for this process. It is requested that if planning to attend the optional Pre-Proposal Tour please submit your **R.S.V.P. by 9:00 am AKST on June 30, 2026, via email with the following information: 1) Entire Full Name 2) Name of Company 3) Contact Phone Number** to nathaniel.zacharzewski@alaska.gov. The tour will commence at the Airport Staff Offices building, specifically the Leasing Department on the third floor. To gain access to the tour, it is essential to follow the Visitor's protocol at the front desk of the Leasing Department prior to being issued a Visitor's Badge and being escorted to SB2040. See the attachment for directions to Parking and the Leasing Office. Be sure to bring your parking ticket with you as it will be validated by the Leasing Department. This optional tour is only to view space and no questions will be taken or responded to. **All questions and comments that may be a result of this tour must be submitted in writing via email to nathaniel.zacharzewski@alaska.gov no later than July 8, 2026, by 4:00 pm AKST.** An addenda will be issued with responses to questions/comments.

N. PROPOSALS:

I. Base Proposal:

The Base Proposal must thoroughly reflect three main criteria:

1. Financial Term Sheet:
 - a. Proposed Percentage Fees
 - b. Projected Year 1 Gross Revenues
 - c. Proposed Build-Out Rent amount per square foot
 - d. Proposed Capital Investment per square foot
2. Industry Experience:
 - a. Demonstrated industry experience
 - b. Management and operations plan
 - c. Marketing plan

3. Concept:

- a. Design, theme, customer experience
- b. Proposed service(s), retail or menu offerings

The Base Proposal must describe the Proposer's detailed plan for the Concession; management and staffing; customer service plan; relevant experience; improvements to be constructed and phases of completion; market knowledge and marketing plan; the overall theme and intended customer experience; proposed operational hours; proposed service(s), retail or menu offerings and any other term proposed by the Proposer different from the Sample Concession Agreement.

The Base Proposal must also include:

- 1. A Financial Term Sheet that addresses the below details:
 - a. The proposed Percentage Fees (not less than 10% for food & beverage, and 15% for alcohol and merchandise);
 - b. Projected Agreement Year 1 Gross Revenues (as described in Section D.1, Revenues to the State);
 - c. Proposed dollar amount per square foot of Premises for the temporary Build-Out Rent period from October 1, 2026 to November 30, 2026; and
 - d. Proposed capital investment amount per square foot of Premises.

II. Expanded Base Proposal:

In the event that the Airport is unable to properly distinguish between Proposers by evaluating the Base Proposal described in Section A, above, the Airport reserves the right to issue an addendum requesting an Expanded Base Proposal. The addendum will identify any specific matters about which the Airport seeks greater description or discussion in order to score proposals for negotiation.

O. PROPOSAL SUBMITTAL:

Each Proposer must submit a complete, emailed or sealed proposal package, including:

Notarized Proposer's Affidavit & Request to Negotiate Acknowledgement of Addenda or Amendment Percentage Fees, Capital Investment, and Build-Out Rent Commitment Form
Proposal Deposit of \$5,000.00
Base Proposal- One (1) signed original. Three (3) additional single-sided, unbound complete copies. One (1) flash drive containing a PDF version of the proposal must be included.

The above-listed and all attachments must be provided as further detailed in the Terms and Request and Instructions or defined herein must be delivered as described in this RFP and must be received by the Airport's Leasing Department by July 27, 2026, by 2:00 pm AKST Time, or as later

extended by written amendment (Proposal Deadline).

A Proposer must email or deliver/mail a sealed proposal, and it must include the following, clearly and legibly written or typed in the subject line or on the outside of the package/envelope addressed to:

Delivered via Email:	Delivered via Standard Mail:	Delivered via Courier or Hand Delivery:
To: nathaniel.zacharzewski@alaska.gov	Ted Stevens Anchorage International Airport ATTN: Nathaniel Zacharzewski Leasing Department P.O. Box 196960 Anchorage, AK 99519-6960	Ted Stevens Anchorage International Airport ATTN: Nathaniel Zacharzewski Leasing Department, Room C3890, 3 RD Floor, South Terminal 5000 International Airport Road Anchorage, AK 99502

The following also **MUST BE** written or typed in the subject line or on the front of the Proposal Package/Envelope:

- 1) **Subject Line:** RFP ADA-32658 Room SB2040. **Body of Email:** Proposer's Name, Phone Number and Email Address. Upon request, you can provide a SendTo link, as the file may be too large for our email inboxes.
- 2) **Return Address Information**-Proposer's Name, Phone Number, Address, City, State, and Zip Code.
- 3) **"RFP ADA-32658 Room SB2040"** must also be written or typed on the front of the package/envelope.

All information submitted with a proposal becomes the property of the Airport except as stated in this paragraph. Proposals remain confidential until the Airport completes its review and issues a notice of intent to award. All proposals become public information at the time the Airport issues a notice of intent to award. The Airport will make reasonable efforts to protect the confidentiality of any proprietary, non-public, financial, and trade secret information to the extent the Proposer represents it to be exempt from disclosure under the Alaska Public Records Act. To request confidentiality, Proposers must submit their confidential information in a separate sealed envelope, marked "Confidential Information," to be enclosed within the sealed proposal submission envelope. If submitting via email, please indicate which files and information is confidential. The Proposer must, in addition, support its request for confidential treatment of information by including in its proposal the following provision:

"The Proposer agrees to indemnify and hold harmless the State, including the Airport and its officers, employees, and agents from any claims, liability, or damages relating to their refusal to disclose information submitted by the Proposer as confidential, and to defend any action brought against the State or the Airport or its officers, employees, or agents due to such refusal to compel disclosure."

Upon request by an *unsuccessful* Proposer, any "Confidential Information" properly identified by that Proposer under this paragraph will be returned to the Proposer after the award of the Concession Agreement and the final and unappealable determination or other resolution of any and all protests relating to this solicitation. It is understood, however, that the State will have no liability

for disclosure of such information. Except as provided in this paragraph, all parts of all proposals become public information at the time the Airport issues a notice of intent to award. All information submitted by the successful Proposer will remain the property of the State, subject to any confidentiality recognized under Alaska law.

DOT & PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in public meetings or who require special accommodation while gathering information on this file, should contact Nathaniel Zacharzewski at nathaniel.zacharzewski@alaska.gov or TTY Alaska Relay 711. Requests should be made at least five (5) days before the accommodation is needed to make any necessary arrangements.

P. PROPOSAL AMENDMENT OR WITHDRAWAL:

The following is the process required to withdraw or substitute a proposal after submittal to the State:

I. The Proposer's name must clearly appear on the outside of its sealed proposal. The Airport will not open any proposal for Proposer identification or any other reason before 2:00 PM AKST, July 27, 2026.

II. The Proposer must submit a written request to withdraw or substitute its proposal. The Proposer or its authorized representative must sign and notarize the written request to withdraw or substitute its proposal and it must be emailed or delivered to the Airport at the address for submitting proposals before 2:00 PM AKST, July 27, 2026.

III. The Proposer may submit a new proposal after withdrawal of a proposal if the new proposal is emailed or delivered to the Airport at the address for submitting proposals before 2:00 PM AKST, July 27, 2026. The Airport will accept emailed proposal withdrawals or amendments, however the Airport will not accept facsimile or telephonic proposal withdrawals or amendments.

Q. COMPETITIVE INTEGRITY:

The Airport seeks to maintain a neutral competitive environment for all potential Proposers to protect the integrity of the proposal process. Nathaniel Zacharzewski, Project Manager, is the only authorized State of Alaska Executive Branch liaison with whom a potential proposer, or anyone on its behalf, may have contact concerning this solicitation from the release date of this RFP until the State awards the Concession Agreement. Proposers must submit all questions, comments, suggestions, and requests for information to Mr. Zacharzewski, subject to the previously mentioned deadlines for written comments. Mr. Zacharzewski's mailing address is Leasing Office, PO Box 196960, Anchorage, Alaska 99519-6960. The physical address is Room C3980, Third Floor, South Terminal, 5000 West International Airport Road, Anchorage, Alaska 99502. Mr. Zacharzewski's telephone number is (907) 474-2579 and his email address is nathaniel.zacharzewski@alaska.gov.

Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on their behalf, with any State of Alaska Executive Branch official or employee other than the authorized State of Alaska Executive Branch liaison, Nathaniel Zacharzewski, will result in the rejection of that Proposer's proposal unless, in the reasonable judgment of the liaison, the

- fails timely to establish financial responsibility acceptable to the Alaska International Airport System (AIAS) Director;
- fails timely to meet the Proposer qualifications;
- fails timely to provide sufficient information to determine the financial responsibility of the Proposer; or
- fails timely to make a required presentation, attend an interview, or submit a refined or revised proposal or other information required by the proposal review committee.

S. PROPOSAL EVALUATION:

Each responsive Base Proposal will be evaluated, and the best Base Proposal selected for possible negotiation, based on the following criteria and related weights:

<u>Evaluation Criteria</u>	<u>Scoring Value</u>
Percentage Fees (Services and Food & Non-Alcoholic Beverages, 10% minimum; Retail and Alcoholic Beverages, 15% minimum)	10%
Financial Projections for Year 1 Gross Revenues	10%
Capital Investment (per square foot)	15%
Financial Ability	15%
Demonstrated Industry Experience, Management, and Operations Plan	15%
Design, Theme, Marketing Plan and Customer Experience	20%
Proposed Service(s), Retail or Food and Beverage Offerings	15%

The Concourse C Amenities proposals will be reviewed for the evaluation criteria shown above as to how well each proposal satisfies the Airport objectives identified in this RFP.

If the Airport receives one or more Base Proposals it deems to present a reasonable basis for negotiation of an agreement and award, the proposal review committee will evaluate and score each such Base Proposal according to the criteria above. The proposal review committee may conduct interviews and may request refined Expanded Base Proposals from all Proposers if it determines more information would be useful to the evaluation of Base Proposals.

In addition, the Airport may request further information concerning a Proposer’s financial ability to perform the program as laid out in response to this RFP, but will then make a determination on a pass/fail basis. If the Airport does not believe that a Proposer is capable of executing their plan as laid out in the proposal, then the proposal will not be further considered.

After the proposal review committee completes its evaluation, and any necessary responsibility review is completed, the committee will provide to the AIAS Director a written summary of its findings and a recommendation for negotiation with the qualified responsible Proposer that submitted the Base Proposal (or Expanded Base Proposal) most beneficial to the State.

T. NEGOTIATIONS:

- I. Step Three of the RFP will be for the qualified responsible Proposer that submitted the highest scoring Base Proposal (or Expanded Base Proposal, if requested) to negotiate with the Airport

a Concession Agreement including detailed final terms.

- II. Upon issuance of a Notice of Intent to Negotiate, the selected Proposer must provide the applicable organizational and authority document copies as stated below:
1. A valid State of Alaska Business License.
 2. Certificate of Insurance: in accordance with the requirements outlined in section 15 of 17 AAC 42.410 and as outlined in Sample Concession Agreement, Article XXI Indemnification and Insurance.
 3. A partnership: a complete copy of the fully executed partnership agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate general partner. In addition, for any corporate general partner, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 4. A joint venture that is already formed: a complete copy of the fully executed joint venture agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate joint venturer. In addition, for any corporate joint venturer, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 5. A partnership or joint venture that has not yet been formed: a complete copy of the partnership or joint venture agreement that the Proposer and each partner or joint venturer intends to execute if the contract is awarded to the Proposer, together with a fully executed letter of intent as described in this paragraph. The proposed agreement must include all material terms, including detailed information about the financial arrangement of the parties related to sharing of revenues and liabilities. The agreement should also identify the duration of the relationship and the respective contributions and responsibilities for day-to-day management of the concession. All prospective partners and joint venturers must have signed the letter of intent, and must thereby authorize the submission of the proposal on behalf of the prospective partnership or joint venture and undertake an irrevocable obligation to both enter into the partnership or joint venture agreement and be bound as a partner or joint venturer to all terms of the proposal and RFP if the Proposer is awarded the concession. The Proposer must also submit for each prospective partner or joint venturer a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate prospective partner or joint venturer. In addition, for any corporate prospective partner or joint venturer, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation, including binding the corporation under the letter of intent. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 6. A corporation: a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction and a Corporate Resolution that indicates the parties authorized

to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or Assistant Secretary of the Corporation. As an alternative to a Corporate Resolution, a Certification by the Secretary or an Assistant Secretary of the Corporation stating, on behalf of the Corporation, the authority of the signer, that the authority extends to and includes the Corporation's proposal in response to this State of Alaska RFP, and that the Secretary is authorized to make the Certifications will be satisfactory.

7. A Limited Liability Company (LLC): a complete copy of the company's articles of organization and agreement and a Certificate of Good Standing not more than thirty (30) days old from the registering jurisdiction. In addition, provide a resolution of more than one-half of the members that indicates the parties are authorized to act on behalf of the limited liability company.

U. GENERAL INFORMATION:

- I. Disposition of Proposal Deposits: The Airport may either cash or hold proposal deposits until the Airport signs the Concession Agreement with the successful Proposer. The Airport may annul the award and retain the Proposer's deposit of a successful Proposer that does not return its signed Concession Agreement by the time required. After both the successful Proposer and the Airport sign the Concession Agreement, the Airport will, within ninety (90) days, either refund the successful Proposer's deposit or The State shall apply the five thousand dollars (\$5000.00) Proposal Deposit as a credit toward fees due under the Concession Agreement, beginning on the Effective Date of the Concession Agreement, until fully exhausted. The Airport will return proposal deposits of unsuccessful Proposers as soon as practical after the Airport signs the Concession Agreement awarded under this RFP.
- II. Proposal and Award Schedule:

Request For Proposal Published:	June 11, 2026
Submit Questions or Comments:	June 18, 2026, by 4:00 pm AKST
Response via Addenda to Questions or Comments if necessary:	June 25, 2026
Submit R.S.V.P. for Optional Pre-Proposal Tour:	June 30, 2026 by 9:00 am AKST
Optional Pre-Proposal Tour:	July 1, 2026, at 12:00 pm AKST
Submit Questions or Comments:	July 8, 2026, by 4:00 pm AKST
Response via Addenda to Questions or Comments:	July 15, 2026
Proposals Due:	July 27, 2026, by 2:00 pm AKST

NOTE: THE ABOVE SCHEDULE REFLECTS ONLY ESTIMATED DATES AND PERIODS BETWEEN EVENTS AND IS SUBJECT TO CHANGE.

- III. No Assurance of Profitability: This Concession offering does not promise or imply that the successful Proposer will make a profit.
- IV. Only RFP, Addenda, and Signed Agreement Binding: Any oral explanation or instruction given by its officials does not bind the Airport. This RFP consisting of the Terms of Request, Instructions for Proposers, Proposer's Affidavit and Request to Negotiate, Acknowledgement of Addenda or Amendment, Percentage Fees, Capital Investment, and Build-Out Rent

Commitment Form, and the Sample Concession Agreement will remain as written except as changed or supplemented by an addendum, expressly identified as such, issued by the State, and sent to all parties to whom the Airport previously provided a Request for Proposal, or as modified in writing and executed after negotiations with the highest scoring Proposer. The Airport also reserves the right to make minor administrative changes to the Sample Concession Agreement, in its sole discretion.

V. Notice of Award and Protest Opportunity: The Airport will send a notice of intent to award to all Proposers at least seven (7) days before the Airport issues an award. An aggrieved Proposer must file a written protest with the AIAS Director under 17 AAC 42.910 within seven (7) calendar days after the date that the notice of intent to award was sent. A protest is not effective and is waived unless it is submitted timely in writing, is signed by the protester or the protester's representative, and includes:

- a reference to this RFP for the Concourse C Amenities Concession Agreement;
- a copy of the decision being protested, if written, or, if either the decision was not written or a copy of the decision is not available to the protester, a summary description of the decision;
- a detailed statement of the factual and legal basis of the protest, including a statement of the facts alleged to be in dispute and a copy of any relevant documents, and a statement of the remedy requested;
- the address of the protester or the protester's representative to whom any notice or decision concerning the protest is to be mailed or delivered; and
- a reference, by case, agreement, or application number, if applicable, to any other affected agreement, contract, lease, permit, concession, or application

The protester must mail or deliver a copy of the protest documents filed with the AIAS Director. The proper and timely filing of a protest under this section shall stay the decision being protested until the protest is decided, unless and until the AIAS Director determines in writing that it is contrary to the best interest of the Airport to stay the decision beyond the date of that determination or another stated date. The protester may appeal an adverse decision on the protest only in accordance with 17 AAC 42.920. A decision not timely protested in accordance with 17 AAC 42.910 is not subject to appeal under 17 AAC 42.920 or to judicial review.

VI. Execution of Concession Agreement: The successful Proposer must sign and deliver the Concession Agreement to the Leasing Office at the address previously stated within ten (10) calendar days after negotiations are finalized. The Airport may annul the award and retain the proposal deposit as liquidated damages for the lost benefit to and related additional costs incurred by the Airport if the successful Proposer does not return the signed Concession Agreement within the required time. The Airport may then, in its discretion, negotiate and award the Concession Agreement to the next best Proposer. The Airport may annul the award and retain the proposal deposit of any Proposer subsequently awarded the Concession Agreement if that Proposer does not sign and return the Concession Agreement within the required time.

VII. Right to Reject Proposals or Waive Defects: The Airport reserves the right to correct technical defects in lease language, the premises' description, the lease term, or the purposes of the lease, and the right to reject any or all proposals and waive any minor defect, unless otherwise specified in these documents, if the Airport determines that the rejection or waiver is in the State's best interest of the Airport. The Airport may advertise for new proposals or award the Concession

Agreement privilege in any manner it believes is in its best interest if the Airport. The Airport is not obligated to enter into an Agreement with any Proposer. The Airport is not responsible for any cost associated with the preparation or submission of proposals.

Nathaniel Zacharzewski
Nathaniel Zacharzewski
Project Manager

06/11/2026

_____ Date

TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**CONCOURSE C AMENITIES
ROOM SB2040
CONCESSION AGREEMENT
ADA-32658**

PROPOSER'S AFFIDAVIT AND REQUEST TO NEGOTIATE

_____ being first duly sworn, state(s) the following:

1. The Affiant (as Proposer or as authorized representative or officer of the Proposer) has carefully examined the entire RFP as defined in the Terms of Request for the Concourse C Amenities Room SB2040 Concession Agreement and all proposal documents submitted by _____ (Proposer) relating to the above- entitled Concession Agreement consistent with the description of the Concession in this RFP at the Ted Stevens Anchorage International Airport, and makes all representations in this Proposer's affidavit on behalf of the Proposer:
2. The Proposer acknowledges that all documents and statements submitted with their proposal become the property of the State when received by the Airport and then become public information at the time the Airport issues a notice of intent to award the Concession Agreement (subject to provisions outlined in the RFP).
3. The proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
4. The proposal is genuine, not collusive, nor a sham, and the Proposer has not, directly or indirectly, induced or solicited any other Proposer to submit a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to submit a sham proposal or to refrain from submitting a proposal.
5. The Proposer has not in any manner, directly or indirectly, disclosed any aspect of their proposal to any individual or entity (or any employee, agent or consultant of either) competing for this Concession Agreement, or otherwise sought by agreement, communication, or conference with anyone to fix the fees or obligations of this or of any other proposal; nor to fix any overhead, profit, or cost elements of the proposal fees or that of any other proposal; nor to secure any undue advantage against the State, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport, or anyone interested in the Concourse C Amenities Concession.
6. The Proposer will not, during the period in which the Concession Agreement is in effect, hire or engage any State employee, for whom the proper discharge of official

duties may conflict with their employment, including as set forth in AS 39.52.

7. All statements contained in the proposal and supporting documents are true.
8. The Proposer has not paid and will not pay, offer to pay, or agree to pay, directly or indirectly, any money or other valuable consideration to any public official that may participate personally and substantially in the selection of the successful Proposer for the Concession Agreement.
9. The Proposer is not in violation of a provision of AS 02; 17 AAC 40 in effect before March 28, 2002; 17 AAC 45; or 17 AAC 42; nor is the Proposer in violation of a material term of a contract with DOT&PF; nor is the Proposer in arrears on a rental payment or other material financial obligation to DOT&PF; nor is the Proposer in default of a material obligation under any lease, permit, or concession that DOT&PF has issued for any property or activity at any airport that DOT&PF owns, operates, or otherwise controls.
10. The Proposer is able to successfully undertake and complete the responsibilities and obligations of this offering and their proposal as submitted.
11. The Proposer has not engaged in any unauthorized contact with State officials as described in Article P (Competitive Integrity) of the Terms of Request.
12. Name and contact information of Proposer's designated contact for the receipt of notices during this offering: _____

13. Proposer's mailing address as it should appear in the Concession Agreement:

14. Proposer's physical address: _____
15. Proposer's telephone number: _____

16. Proposer's email address: _____
17. Proposer's billing telephone number: _____
18. Proposer's billing email address: _____

19. If awarded the Concession Agreement, the Proposer intends to operate as the following:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company |

20. Proposer has not had any concession agreements involuntarily terminated other than as disclosed by attachment to this Affidavit, including date, contracting entity, nature of agreement and circumstances of termination.

- | | |
|-------------------------------|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Disclosure attached |
|-------------------------------|--|

21. Proposer has not had any bond, or surety bond canceled or forfeited other than as disclosed by attachment to this Affidavit, including bonding company, date, amount, and explanation of the circumstances.

- | | |
|-------------------------------|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Disclosure attached |
|-------------------------------|--|

22. Proposer has not declared bankruptcy other than as disclosed by attachment to this Affidavit, including date and explanation of the circumstances.

- | | |
|-------------------------------|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Disclosure attached |
|-------------------------------|--|

23. Proposer hereby requests to negotiate with the Airport for final terms for the Concourse C Amenities Concession based upon, but not limited to, the terms stated in the Sample Concession Agreement provided as part of the RFP and Proposer's Base Proposal and any Expanded Base Proposal. If the Proposer is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Proposer is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Proposer is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Proposer

Signature

Signature

Title

Title

Signature

Signature

Title

Title

VERIFICATION

STATE OF _____)
) ss.
)
(Judicial District or County)

I, _____, say on oath or affirm that I have read the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

VERIFICATION

STATE OF _____)
) ss.
)
(Judicial District or County)

I, _____, say on oath or affirm that I have read the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

VERIFICATION

STATE OF _____)
) ss.
)
(Judicial District or County)

I, _____, say on oath or affirm that I have read the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

VERIFICATION

STATE OF _____)
) ss.
)
(Judicial District or County)

I, _____, say on oath or affirm that I have read the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

**TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
CONCOURSE C AMENITIES
ROOM SB2040
CONCESSION AGREEMENT
ADA-32658**

ACKNOWLEDGEMENT OF ADDENDA OR AMENDMENT

DATE

The proposer acknowledges receipt of the following addenda or amendment related to this offering:

Addendum/Amendment (circle one) No. _____ Dated _____
Addendum/Amendment (circle one) No. _____ Dated _____
Addendum/Amendment (circle one) No. _____ Dated _____
Addendum/Amendment (circle one) No. _____ Dated _____

If the proposer is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the proposer is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the proposer is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of proposer as it should appear in the
Concession Agreement

Signature

Signature

Title

Title

Signature

Signature

Title

Title

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

**TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT
CONCOURSE C AMENITIES
ROOM SB2040
CONCESSION AGREEMENT
ADA-32658**

**PERCENTAGE FEES, CAPITAL INVESTMENT, AND BUILD-
OUT RENT COMMITMENT FORM**

DATE

A. The undersigned (individual, partnership, joint venture, corporation or limited liability company) shall pay the State the following Percentage Fees:

Services and Food & Non-Alcoholic Beverages (10% minimum)
_____ (_____ %)
(written amount)

Retail and Alcoholic Beverages (15% minimum)
_____ (_____ %)
(written amount)

B. The undersigned (individual, partnership, joint venture, corporation or limited liability company) shall, at a minimum, make a capital investment of
_____ (\$ _____ per sq ft)
(written amount)

for improvements, fixtures, equipment, and build-out of the Premises in accordance with the requirements of the Concession Agreement.

C. The undersigned (individual, partnership, joint venture, corporation or limited liability company) shall pay Build-Out Rent as follows:
_____ (\$ _____ per sq ft)
(written amount)

If the proposer is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the proposer is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the proposer is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of proposer as it should appear in the
Concession Agreement

Signature

Signature

Title

Title

Signature

Signature

Title

Title

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

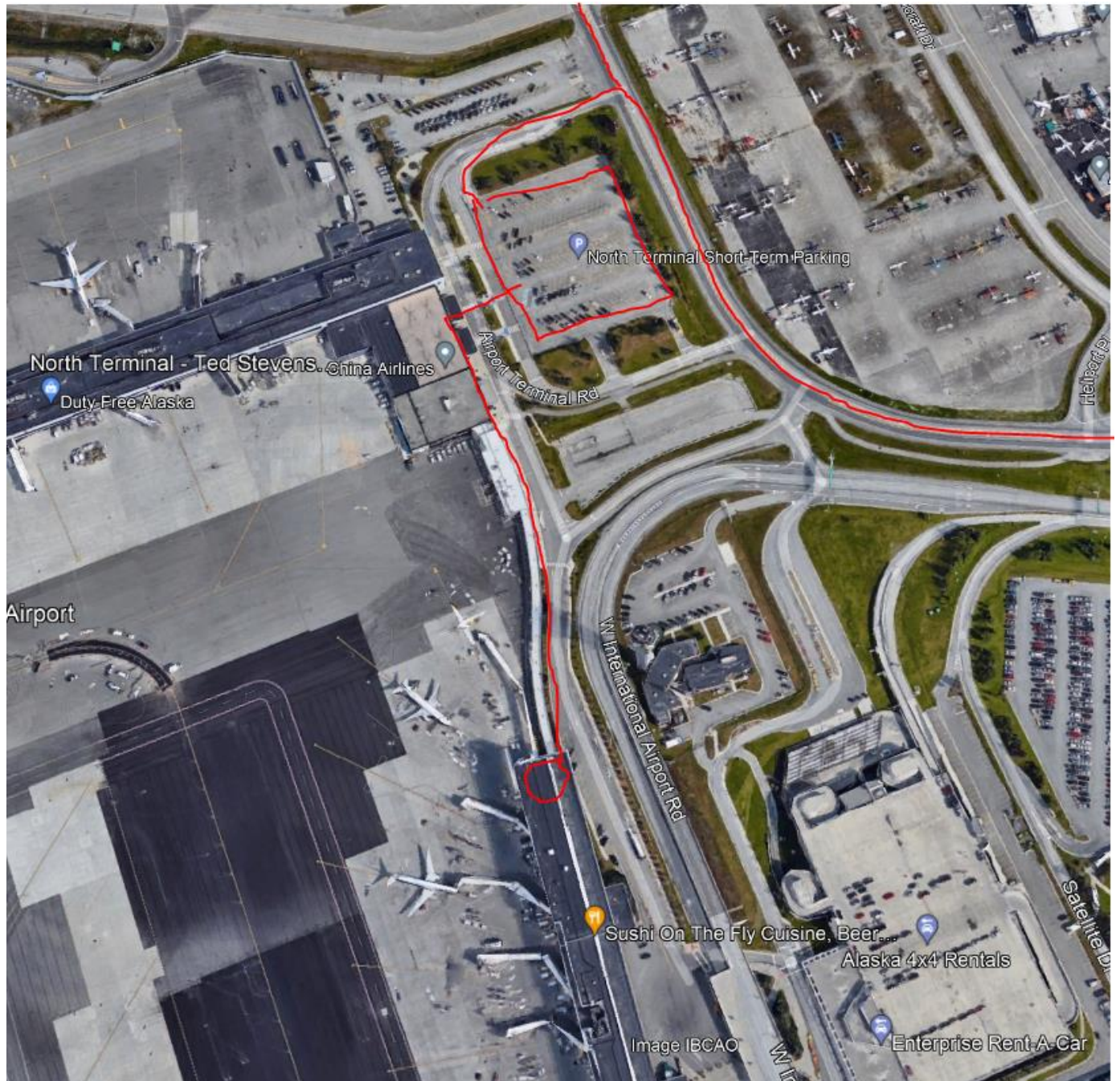
Notary Public in and for: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, personally appeared _____, known to me to be the person named in and who executed the foregoing instrument, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____



Driving Direction to North Terminal Parking:

From International Airport Road:

Drive West on International Airport Road

Exit to your right onto Postmark Drive

Make a left hand turn after Tower Road. Stay left, follow parking instructions – take ticket to enter parking lot.



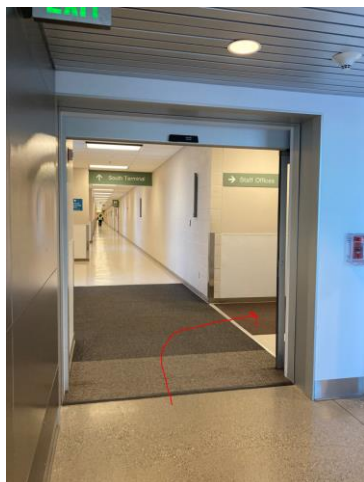
From West Northern Lights:

Drive West on West Northern Lights
 Take a Left On Lake Hood Drive
 Proceed to Postmark Drive, through 4 Way Stop
 Left on Postmark Drive, Pass the Post Office and Taxiway V
 Take Right into North Terminal Parking
 Follow parking instructions – take ticket to enter parking lot.



Once parked, bring your parking ticket with you. ANC will validate parking. Enter into the North Terminal and take a left to walk inside the “connector” towards the South Terminal. After walking through the glass connector, on your right there will be **Elevator CL99**. Use the elevator to go to the 3rd floor.

View through Corridor to Elevator:



Elevator to 3rd Floor

