# Request for Proposals - Addendum #1 Food & Beverage and Retail Concessions Issued by Jackson Hole Airport

This Addendum #1 to the RFP for Food & Beverage and Retail Concessions at the Jackson Hole Airport answers all questions received by the deadline to submit questions. Additional clarifications regarding the RFP, including the Airport Facilities Lease and Concessions Agreement (Agreement), are also provided below. All other provisions and requirements as originally set forth in the RFP remain in full force and effect.

#### Clarifications:

- 1. Proposals must be submitted electronically. Hard copies will not be accepted.
- 2. Attachment 4 to the RFP is the required Pro forma Template Form and must be submitted in Excel format. This Excel document can be found on the Airport's website at the following address: <a href="https://www.jacksonholeairport.com/airport-board/procurement-legal-notices/">https://www.jacksonholeairport.com/airport-board/procurement-legal-notices/</a>
- **3.** All proposers are required to formally acknowledge this Addendum #1 in the cover letter of their proposal submission.
- **4.** Section 2.6 (Pouring Rights) has been deleted in entirety from the Agreement.
- 5. Section 5.2 of the Agreement has been replaced with the following (changes in redline):
  - 5.2 <u>Maintenance and Cleaning of Premises and Equipment</u>. Except as expressly provided to the contrary herein, Lessee shall clean, maintain and repair the Premises and Equipment consistent with the standards utilized by Board staff for cleaning, maintaining, and repairing other areas of the Airport, including but not necessarily limited to the following:
    - 5.2.1 Ensuring that trash generated by its operations, within the Premises, shall be disposed of promptly and properly in containers designated by the Executive Director, emptying trash containers located on the Premises as required during regular business hours and not permitting such trash containers to overflow or to remain so full as to be unusable, and otherwise at the request of the Executive Director made to Lessee's Manager.
    - 5.2.2 Cleaning and maintaining the Premises, including but not limited to its flooring, walls, counters, furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, in clean condition and appearance at all times, and otherwise at the request of the Executive Director made to Lessee's manager, and upon termination of this Lease delivering up the Premises to Board in good order, condition and repair, normal wear and tear excluded. Lessee shall also bus and clean tables in the Seating Non-Exclusive Public Use areas as

- needed, and vacuum and/or mop as appropriate the floors of the Premises and Seating Non-Exclusive Public Use areas not less than daily.
- 5.2.3 Cleaning and maintaining the Equipment, including daily cleaning of all surfaces and routine maintenance in accordance with a preventative maintenance program developed by Lessee. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and Equipment on the Premises immediately upon being instructed to do so by the Executive Director or by other governmental agencies having authority.
- 5.2.4 Repairing and replacing the Equipment, except that the Board shall be responsible for replacing Equipment that has reached the end of its anticipated useful life and has become unserviceable notwithstanding Lessee's preventative maintenance and repair.
- 5.2.5 Repairing and maintaining all piping and plumbing from the wall out and within the Premises, assuming responsibility for all material deposited in the plumbing system from the Premises, and inspecting the grease trap at least monthly and cleaning and maintaining it as necessary.

#### **Questions and Answers:**

1. Question: Would the Airport permit using a 3rd party staffing solution, provided they were supervised at all times by our TSA cleared primary employees and mgmt team? It is evident the Board would like to see a high level of service from a well trained team delivering a superior product, which has been the challenge in JH in general and at the airport specifically since its inception. We have six restaurants and a catering company with 400 employees from which we can pull staff from as needed to ensure we are always operating at an optimal level. However, it is not feasible to have all of our employees consistently cleared in a timely manner. I am hoping the verbiage surrounding Bullet #1 - "Provide approved escort for vendor employees and delivery personnel requiring access to the Secure Area and Sterile Area of the Terminal" - would cover this. (REDACTED BUSINESS NAME) would be the employee vendor, and this Airport F&B Entity would hire them as such, supervise them at all times and be responsible for liability.

**Answer:** No, all employees working in the sterile area must be badged. If required, employees may be escorted on a temporary basis for a maximum of 30 days. *In compliance with TSA regulations, an escorted employee must be within visual and verbal control of the badge holder who is providing the escort at all times.* Employees who work at other establishments owned by the proposer can be badged proactively to allow flexibility to move employees easily between establishments. The badging process takes approximately one to two weeks.

2. Question: Can we pick the same percentage of revenue for Food/Alcohol/Merchandise so long as the number falls within the approved limits for each? If so, would we still need to account for all of these separately when determining rent, or could they be lumped together?

**Answer:** Individual percentage rents must be proposed for each merchandise category: food and non-alcoholic beverages, alcoholic beverages, and retail merchandise. As stated on page 17 of the RFP, Proposer must propose a separate Percentage Rent to be paid on the sales of alcoholic beverages and product category. Regardless of the percentage rent, monthly gross revenue shall be reported by the product categories indicated on Exhibit D to the Airport Facilities Lease and Concession Agreement.

**3. Question:** The existing self-serve Kiosks were not itemized, so I assume the existing vendor owns and will take them with them. Can you confirm we would be purchasing our own POS equipment? Are there any integration needs between airport systems and F&B?

**Answer:** The selected proposer is responsible for the purchase, installation, and maintenance of Point-of-Sale units used in the concession's locations. The existing self-checkout kiosks are owned by the current concessionaire. No integration is required between airport systems and the selected proposers Point-of-Sale system.

**4. Question:** Is the Board open to selling the Dishmachine, and instead leasing a machine that carries an included service agreement?

**Answer:** The Airport will work with the selected proposer to ensure the equipment can be serviced efficiently.

**5. Question:** The lease does not call out operating supplies - plateware, glassware, silverware, kitchen utensils, etc. Are these provided and then maintained at a par by the operator, or does the operator provide?

**Answer:** All plateware, glassware, silverware, kitchen utensils, etc. are the operator's responsibility to provide. Section 5.8 of the lease does require that the operator minimizes the use of plastics.

**6. Question:** For our catering services, we generally bill a 22% service charge, as well as a variable dollar amount for labor that we use to pay our employees. Can you confirm the service charge would count towards Gross Revenue, and that the labor fee would not?

**Answer:** Please refer to the definition of Gross Revenue included in section 1.6 of the Airport Facilities Lease and Concession Agreement which identifies allowed items that are excluded from Gross Revenue.

**7. Question:** I understand the F&B outlets need to be operating whenever the airport is open. How does this apply to the changeover of concessionaires? Does the new Concessionaire receive an allotment of time to move in, set up the space and train staff, before operating?

**Answer:** The Airport will work with the selected proposer on a transition plan.

**8. Question:** Can I have a copy of the Board's rules, regulations, and directives that are referenced in the lease?

**Answer:** The proposer should reference the Airport website for publicly available information.

**9. Question:** The RFP does not mention site visits either; but we can't put together a competitive proposal without a strong understanding of the space and its limitations. Would we be able to schedule this Thursday or Friday?

**Answer:** In the RFP (pg. 12), a site tour was offered as part of the non-mandatory Pre-Proposal Conference held on October 1<sup>st</sup>. No additional site tours will be offered. The RFP does include Attachment 2 – Lease Outline Drawings which identifies the concessions space and CAD drawings are being provided as part of this Addendum #1. Additionally, Attachment 7 to the RFP includes a List of Assets identifying all equipment provided. Proposers may visit public spaces at any time. Proposers must be a ticketed passenger to visit public spaces in the gate departure area.

10. Question: In the lease, 7.2.2 states that "Board shall be free, in the future, to renegotiate the Agreement on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Lessee or any other person, and Lessee shall be bound by the terms of such renegotiated agreement." Does this mean the Board can change operating hours or revenue percentages, which would carry a financial impact to the concessionaire, without input or agreement by the concessionaire?

**Answer:** Section 7.2.2 falls under Section 7.2 <u>Lease Subordinate</u> and is referencing the Agreement between the United States Department of the Interior and the Jackson Hole Airport Board dated April 27, 1983. Section 7.2.2 says that the Board shall be free to renegotiate the Agreement with the United States Department of the Interior without consent or approval of the concession operator, and that the concession operator would be required to comply with any requirements of the renegotiated Agreement. The Agreement with the United States Department of the Interior does not control operating hours or percentage rents of the concession operator.

11. Question: How does the replacement of equipment process work? Do we order the replacement of existing equipment on an as needed basis when it becomes unrepairable, or is prior approval needed? If so, how does that work and what is the turnaround? I assume novel equipment that is not a replacement requires advance approval?

**Answer:** All replacement equipment must be purchased and approved by the Board. The Lessee will be responsible for advising the Board when existing equipment requires replacement. The Board will make every effort to replace equipment promptly upon receipt of notification from the Lessee. The Lessee is responsible for payment for any equipment that requires replacement for any reason other than Equipment that has reached the end of its anticipated useful life and has become unserviceable notwithstanding Lessee's preventative maintenance and repair.

**12. Question:** Are there any security or transportation requirements when transporting prepared catered food from the post security Kitchen area to the General Aviation building?

**Answer:** All catering would leave the sterile area via the sterile area exit and be transported by the selected proposer to the General Aviation (FBO) facilities. The selected proposer will then be responsible for transporting the catering to the FBO. The distance from the commercial terminal to the FBO is approximately ½ mile through public roads and parking lots. Catering is not required to be screened before being delivered to the FBO or placed on General Aviation aircraft.

**13. Question:** Can we have a list of all potential applicants that attended the meeting this week?

**Answer:** The optional pre-proposal attendee list as it is available is provided as **Exhibit A** to this Addendum. The pre-proposal attendance list may not include all attendees as some individuals attending virtually did not identify themselves and some individuals attending in person did not sign in.

**14. Question:** Will you please confirm when the ACDBE goal will be confirmed?

**Answer:** The DOT announced on October 1<sup>st</sup>, 2025 that an Interim Final Rule (IFR) related to the DBE and ACDBE programs had been issued. The impact of the IFR on the Airport's ACDBE program, goals and process has not yet been determined. If additional information is available prior to the proposal due date, an Addendum will be issued.

For reference, the Airports FY23-25 ACDBE goal for non-rental car concessions was .08%.

**15. Question:** Please confirm what the necessary and reasonable steps are to achieve the ACDBE goal established by the Board at the time of submission, if the goal is set prior to the term of this Agreement.

**Answer:** See question 14.

**16. Question:** Please confirm what is required for the Proposer to demonstrate at the time of submission that it has met any established goal or provided sufficient evidence of good faith efforts to meet the established ACDBE goal.

**Answer:** See question 14.

**17. Question:** If possible, I am requesting a copy of the meeting attendance sign-in sheet and record of who was in attendance virtually as well.

**Answer:** See question 13.

**18. Question:** May you please provide CADs for all locations?

**Answer:** CAD files for all locations identified in Attachment 2 to the RFP (Lease Outline Drawings) are provided via link in **Exhibit B** to this Addendum.

**19. Question:** Due that this is an email submission, may we provide a dropbox link, as our proposal may be larger than 20mb?

**Answer:** Yes, proposers may send a Dropbox link (or similar) of their proposal if it is too large to email.

**20. Question:** May audited financial statements be accepted instead of certified financial statements?

**Answer:** Yes, audited financial statements will be accepted.

**21. Question:** The RFP requires at least \$5 million in annual gross food and beverage sales at one location. Can this requirement be met with aggregate sales across multiple restaurants under common ownership, or must it be a single location?

**Answer:** Yes, aggregate sales across multiple restaurants under common ownership can be used to meet the \$5 million in annual gross sales under the minimum qualifications.

**22. Question:** Regarding the Minimum Annual Guarantee (MAG) of \$725,000: Is this obligation applied immediately in the first year of operations, or is there a ramp-up period during construction/start-up?

**Answer:** The Minimum Annual Guarantee (MAG) of \$725,000 applies for the first year of the agreement. The MAG will adjust annually on each anniversary of the agreement as described in Section 4.1.1.2 of the Concessions Agreement (Attachment 3 to the RFP).

**23. Question:** For the pre-security marketplace and post-security dining hub, is the Board open to a unified local brand concept (e.g., combining other notable local brands, Persephone, Made, Fine Dining etc), or does the Board prefer distinct concepts for each location?

**Answer:** A unified local brand concept combining local notable brands is acceptable. The pre-security marketplace and post-security dining hub can utilize the same local brands if desired.

**24. Question:** Would the airport consider a 30-day extension of the due date?

**Answer:** No, the due date will not be extended.

**25. Question:** Would the airport consider removing Section 2.6 (Pouring Rights) from the Agreement?

**Answer:** Section 2.6 (Pouring Rights) is deleted from the Agreement.

26. Question: In regard to the Airport Facilities Lease and Concession Agreement, as a general statement, we do not agree to pouring rights arrangements, as they often conflict with existing beverage agreements and brand partnerships we are committed to supporting across our operations. While it is not our preference, we are open to discussing potential solutions should pouring rights be a non-negotiable condition. In such a case, we would need to evaluate how best to align with the mandate while minimizing disruption to our existing agreements.

Answer: See Question 25.

**27. Question**: In regard to the Airport Facilities Lease and Concession Agreement, should we be awarded the contract, we would appreciate the airport's consideration in including an Anti-Bribery clause within the concession lease. This aligns with our company's values and reinforces our shared commitment to ethical business practices.

**Answer:** This requested change to the Agreement is not being contemplated at this time. Please refer to Page 13 of the RFP to the Influencing the Process paragraph for similar language.

**28. Question:** On the FBO catering portion of the RFP, we would like to request some additional information to ensure we fully understand the airport's expectations. As there is no historical data provided, this information would greatly help us better gauge the time commitment and resources needed to fulfill this portion of the contract. Would you please let us know:

Historical catering revenue is included in Figure 7 of the RFP.

1. The type or style of catering you anticipate will be required for the FBO? Answer: Catering needs are defined by the client. Catering needs at the FBO will vary significantly depending on the client. Flight crews typically request simple, functional meals such as box lunches, while passengers — especially those on private or chartered aircraft—often expect premium, gourmet offerings. These high-end requests may include fresh seafood, curated wines, floral arrangements, luxury amenities like blankets and pillows, and other personalized touches.

Approximately 70–80% of catering orders consist of standard fare such as sandwiches, fruit trays, and salads. However, for the remaining 20–30% of clients who expect elevated service, the standard is clear: if it's available in Jackson Hole, it should be available on their aircraft. Flexibility, quality, and attention to detail are essential to meet these expectations.

2. How frequently do you expect catering orders to occur (e.g., daily, weekly, or otherwise)?

**Answer:** Catering volume fluctuates seasonally. During peak summer and winter months, we typically handle between 15 and 50 catering orders per day, with an average of 25 to 30 daily. In shoulder seasons, such as November and April, volume decreases — November sees about half the peak activity, while April drops to roughly one-third to one-quarter of peak levels.

Approximately 50% of catering orders come from NetJets and FlexJet, the two largest fractional aircraft operators. These companies have streamlined ordering systems that simplify coordination. The remaining orders are placed directly by corporate and charter operators, usually through pilots, dispatchers, or flight attendants.

**29. Question:** Does there currently exist a pouring rights agreement as referenced by section 8?

Answer: See Question 25.

**30. Question:** Would the company that receives the pouring rights, have any limitations to their pricing and how it fits with the fair market value of their products within Teton County?

**Answer:** See Question 25.

**31. Question:** What happens if the selected pouring rights company, referred to in section 8, is unable to service or properly service the concessionaire, what recourse would the proposer have?

Answer: See Question 25.

**32. Question:** Would the airport consider removing or modifying Section 8's reference to non-alcoholic pouring rights to allow the selected concessionaire to negotiate and manage beverage partnerships directly?

Answer: See Question 25.

**33. Question:** Would the airport consider meeting with the successful proposer to resolve any issues regarding pouring rights as referenced by Section 8 in order to meet the needs of the airport, the traveling public, and the proposer?

Answer: See Question 25.

**34. Question:** What are the yearly sales revenue for the past 2 years for the Grand Teton Association Store located post security?

**Answer:** The Board does not have access to sales data for the Grand Teton Association bookstore. The bookstore operates under an Agreement between the Airport and the National Park Service and Department of the Interior.

**35. Question:** If you could please share the attendee list from the conference.

Answer: See Question 13.

### Addendum #1 - Exhibit A

### October 1, 2025

## **Pre-Proposal Conference Attendee List**

Note: The pre-proposal attendance list may not include all attendees as some individuals attending virtually did not identify themselves and some individuals attending in person did not sign in. Additionally, incorrect spellings may exist.

Name	Company
Tim Olson	SharBert Enterprises
Doug Stock	SharBert Enterprises
Stephanie O.	SharBert Enterprises
Nick Costa	SharBert Enterprises
Brett Warner	SharBert Enterprises
Seb Rotteveel	SSP America
Mike McSwain	
Jeff Pike	Tailwind Concessions
Esther Zhao	HMS Host
Naomi McLaughlin	SkyDine
Marlin Sejnoha	SkyDine
Graeme Swain	Gather Restaurant Group
Bryan Coden	HMS Host
Mike Gierau	Jedediahs
Mike Reid	Aspens/Pearl Street Market/Sudachi
Matt Souther	Aspens/Pearl Street Market/Sudachi
Delaney McGinnis	Noras
Tom Fay	Noras
Eddie Opler	Noras
Haden Calegan	Cowboy Coffee
Jerry Brienza	Tailwinds
Brittany	
Christie Konczyk	SSP
Clare Smith	SSP
Colleen Von Hoene	Paslay Group
John Hogan	
Jonathan Coleamn	
Kaili Sia	
Lauren Meurlin	Paslay Group
Madeline Valenzuela	
Margaret McKeough	Paslay Group
Mary lou	
Sandra Love	
Timothy Meyer	
Amy	
Kevin S.	
Heather Barry	

## Addendum #1 – Exhibit B

CAD files for all locations identified in Attachment 2 to the RFP (Lease Outline Drawings) can be accessed using the following link:

Rest RFP - CAD - Standard