July 2026

Request for Proposals (RFP) for Operation of Airport Concession Space at State College Regional Airport Terminal

Airport Concession Stand Development & Operation

Centre County Airport Authority (CCAA)

State College Regional Airport
Mail: Centre County Airport Authority
2493 Fox Hill Road
State College, PA 16803
814-237-2011
Email: jmcm@sce-airport.com
Website: www:flysce.com

Purpose and Summary of Request:

The Centre County Airport Authority (CCAA) is a Pennsylvania not-for-profit corporation formed under the Municipal Authorities Act of 1945 for the primary purpose of improving aviation service in Centre County. The CCAA is seeking proposals from qualified concessionaires to design, construct, finance, operate, and maintain a food and beverage concession within the terminal. CCAA desires to enter into a Concession Agreement for the purpose of providing food and beverage concessions in the terminal building that would be a model for other regional airports by way of providing the travelling public and Airport users quality service and products at reasonable prices that reflect the high level of customer service and character of the region. The goal is to enhance the passenger experience, increase non-aeronautical revenue, and introduce a modern, efficient concession. The term of the Concession Agreement is anticipated to be five-years with a five-year extension if desired by both parties. Service and concessions space are anticipated to become available for a sixty (60) day renovation by January 2027 with concession opening approximately March 1, 2027.

Airport Background

- **Airport:** State College Regional Airport, State College, PA
- **Classification:** Small Hub Commercial Service Airport
- **Annual Enplanements:** ~170,000 (2026)
- **Airlines:** United and American Airlines currently serving Dulles International Airport; Chicago O'Hare International Airport; Philadelphia International Airport, and *Charlotte International Airport (*Beginning October 2026).
- **Peak Periods:** Monday mornings, Thursday/Friday afternoons, Penn State football weekends
- **Terminal:** Single concourse, post-security hold room with 300 seats
- **Existing Concessions:** Limited grab-and-go; some hot food service

Project Objectives

- Provide a high-quality food and beverage option for passengers
- To the extent possible, introduce a concept that reflects Central Pennsylvania culture (local ingredients, regional brands, etc.)
- Maintain consistent hours aligned with flight schedules (4:30 AM–last departure)
- Deliver a clean, efficient, friendly, secure operation
- Support sustainability goals (waste reduction, compostable packaging, energy-efficient equipment)

Scope of Work Design & Construction

- If planning to renovate the current space, describe a proposed design package including how the Vendor will utilize the existing floor plan space as well as an anticipated timeline for completion and opening with the understanding of CCAA's desired timeline (60-day renovation with a March 1, 2027 opening).
- Comply with CCAA Terminal Design Standards
- Provide all necessary equipment (refrigeration, POS, prep equipment, etc.)
- Coordinate with airport facilities on utilities (electric, water, grease trap, HVAC)
- Complete any necessary construction within **60 days** of Notice to Proceed
- Provide information related to specifics on the types and up-to-five (5) Vending machines to be installed and where they will be placed along with the anticipated food and beverage that will occupy the machines. CCAA will accept bids from interested bidders for a comprehensive bid to include operating both the Café' and Vending machines. Should bidders only be interested in bidding on Vending machines only or the Café only, they may do so.

Exhibit A, attached hereto reflects the concession space available for lease as well as space for Vending machines.

Operations

- Provide a sample of a full menu including but not limited to hot breakfast, sandwiches, salads, snacks, coffee, and beverages, alcohol and apparel and toiletries. Note the Liquor License shall be provided by the State College Regional Airport.
- Offer at least one local signature item (e.g., Penn State Creamery products)
- Provide how you would propose and set staffing levels to meet peak demand
- Note that you will maintain the necessary devices that will allow the acceptance of credit/debit, mobile payments and airline vouchers.
- Provide quarterly menu updates and pricing.
- Provide what you would include in Vending machines
- Provide what you would propose as signage and potential placement.

Concession Space Information (See Exhibit A)

- **Square Footage:** The Terminal Building offers a pre-security space of approximately 620 sq. ft. which can be operated as a café/retail space with additional seating area outside the space. This space includes a kitchen area. In addition, there is space for up to three (3) vending machines in the departure gate area Post-security) and two (2) vending machines in the main terminal (pre-security). Concessionaire shall be responsible for all costs associated with the existing kitchen equipment including the repair, maintenance, and replacement of such equipment. Additionally, the café' furniture shall be the responsibility of the Concessionaire including the repair, maintenance, and replacement of the current furniture. Ownership of any/all equipment purchased in addition to the kitchen equipment and furniture shall be retained by the Concessionaire.

- **Utilities:**
  - 208/120V electrical
  - Water and sewer
  - Shared grease trap
  - Fire suppression system
- **Passenger Traffic:** Approximately 500 passengers/day depending on season
- **Storage:** 80 sq. ft. dry storage included

Term of Agreement

The term of the Concession Agreement shall commence on approximately January 1, 2027 and allow for a sixty (60) day renovation with the café' anticipated to open March 1, 2027 and continue for a five-year term, with the possibility of one five-year extension. The term shall be more specifically defined in the Concession Agreement.

Compensation

Compensation to CCAA for use of the concession space will be a sum equal to a percentage of Concessionaire's gross monthly revenue. The proposed percentage will assist in determining proposal selection. Annual Gross Revenue data for the incumbent Concessionaire for the previous year was approximately $230,000.00.
Successful respondents additionally will be subject to a monthly rent payment for occupied space at the Airport's current rate.

Title VI Solicitation Notice

CCAA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Instructions to Proposers

All respondents are encouraged, but not required to attend a pre-proposal meeting and site visit on Wednesday, August 14, 2026 at 11:00 am at the State College Regional Airport located at 2493 Fox Hill Road, State College, PA.

All respondents must include a Proposal that addresses all the requirements listed (1-14) on pages 17-18 of this RFP. [Proposal Submittal Requirements]

Proposals must be received via email to Jason McMurtrie, Assistant Executive Director Landside Operations, CCAA at jmcm@sce-airport.com no later than **4:00 p.m. on Friday, September 18, 2026.** Responsibility for timely submittal of proposals is solely with the respondent. Any proposal received after this time will not be considered unless good cause is shown as determined by CCAA in its sole discretion.

Any question, interpretation or clarification regarding this RFP must be submitted in writing by email to Jason McMurtrie, Assistant Executive Director Landside Operations, CCAA at jmcm@sce-airport.com no later than **4:00 p.m. on September 11, 2026.** Responses, if any, will be issued by addenda posted to www.flysce.com Please verify read receipt of your email. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by CCAA in its sole discretion. Oral interpretations shall be of no force and effect.

Any contact initiated by any respondent with anyone other than the Airport representative listed above concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this RFP. Information obtained from an unauthorized officer, agent, or employee of CCAA or any other person shall not affect the risks or obligations assumed by the successful respondent or relieve it from fulfilling any of the terms and conditions of the Concession Agreement.

The Estimated timeline for advertising and consideration under this RFP is as follows:

Advertise Proposal	July 7, 2026
Pre-Proposal Meeting	Aug 14, 2026
Written question deadline (Answered via Addendum)	Sept 11, 2026
Final Addendum Posting to flysce.com	Sept 14, 2026
Proposal deadline	Sept 18, 2026

Status Notification on or about October 15, 2026

CCAA reserves the right to extend or modify any dates if needed.

CCAA reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. CCAA also reserves the right to re-advertise or to otherwise provide the services as determined by CCAA to be in its best interest and to accept any portion of the proposal deemed to be in the best interests of CCAA. Additionally, CCAA reserves the right to further negotiate cost, terms or conditions of any proposal determined by CCAA to be in its best interests.

CCAA may, at its sole discretion, modify or amend any and/or all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting on www.flysce.com. CCAA reserves the right to extend the RFP submittal date or to postpone the award of an agreement.

All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. CCAA may short-list respondents based upon an evaluation of the written submittals. CCAA may arrange for in-person interviews with the short-listed respondents for a detailed presentation. CCAA will notify respondents of their status after the review period.

The selected proposal will be the one considered the most advantageous to the CCAA, the Airport and its users. The selection committee shall consider the following criteria in its review of proposals. Each of the six criteria listed below is weighted based on the importance to CCAA, with one being of lowest importance and four being of highest importance.

Criteria	Weighting	Total Available for Each Category - 10 Points
Vision for renovation and use of available space and services and products offered	5	50
Pro Forma and financial benefit for CCAA	3	30
Experience and economic feasibility of respondent	3	30
Local & regional offerings & products	2	20
References	1	10
		140 Total

The selection committee shall make a recommendation to the Board of Directors, who shall have final approval of the selection. Once approved, Mr. Jason McMurtrie, Assistant Executive Director for Landside Operations, shall notify the best respondent and finalize execution of the Concession Agreement.

Respondents are encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, CCAA will endeavor to keep that information confidential, separate, and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that CCAA may be required to release the information in accordance with state or federal statute or order of the court, including, but not limited to, the Pennsylvania Open Records Act.

CCAA will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.

No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with CCAA and provides the requested proof of insurance. The apparent successful respondent assumes all risk and CCAA shall bear no responsibility or liability to the respondent prior to the approval and execution of a Concession Agreement.

No telephone or oral proposals, U.S. Postal, FedEX, or any other mail system other than an email to Jason McMurtrie at jmcm@sce-airport.com will be accepted.

Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. CCAA assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.

CCAA reserves the right to award an agreement to the respondent that demonstrates the best ability to provide the required products and services based upon CCAA's evaluation of the selection criteria.

Upon identification by CCAA of the apparent successful respondent, CCAA will give the successful respondent the first right to sign the Concession Agreement In the event that the apparent successful respondent refuses to sign the Concession Agreement in the form presented, CCAA may enter into negotiations with one or more of the remaining respondents. CCAA may choose to discard all proposals and re-issue another RFP. The Concession Agreement shall be satisfactory to CCAA in its sole discretion.

1. **Insurance**
   The successful respondent(s) shall comply with the following insurance language which shall be included in the Concession Agreement to be awarded unless otherwise agreed to in writing by CCAA:

"Concessionaire agrees to provide and maintain at Concessionaire's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a. Types of Insurance.

i Workers' Compensation insurance: as required by law.

ii. Automobile Liability covering any auto, or if Concessionaire has no owned autos, hired and non-owned autos, with limit of no less than $1,000,000 per accident for bodily injury and property damage.

iii. Commercial General Liability (CGL) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $4,000,000.

iv. Professional Liability (Errors and Omissions) Insurance appropriate to Concessionaire's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

v. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Concessionaire in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

vi. Property Insurance: Concessionaire shall maintain not less than $1,000,000 Legal Liability Coverage on all real property being leased, including improvements and betterments owned by CCAA, and shall name CCAA as a loss payee. Concessionaire shall also provide property insurance on all personal property and betterments and improvements contained within or on the leased premises. The policy must be written on an "all risks" replacement cost basis, excluding earthquake and flood, with no more than a ninety (90) percent co-insurance requirement, and Concessionaire shall name CCAA as a loss payee for its interest in the property.

vii. Interruption of Business Insurance: Concessionaire shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to CCAA for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

b. Other Requirements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. CCAA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and Professional Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Concessionaire's insurance.

ii. Primary Coverage. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary and non-contributory as respects CCAA, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by CCAA, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

iii. Umbrella or Excess Policy. The Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CCAA.

v. Waiver of Subrogation. Concessionaire hereby grants to CCAA a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against CCAA by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CCAA has received a waiver of subrogation endorsement from the insurer.

vi. Self-Insured Retentions. Self-insured retentions must be declared to and approved by CCAA. CCAA may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CCAA.

vii. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of Pennsylvania with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CCAA.

viii. Verification of Coverage. Concessionaire shall furnish CCAA with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All documents are to be received and approved by CCAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Concessionaire's obligation to provide them. CCAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. Subcontractors. Concessionaire shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Concessionaire shall ensure that CCAA is an additional insured on insurance required from subcontractors.

x. Special Risks or Circumstances. CCAA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

c. Other Insurance Provisions.

i. The insurance provisions of this Agreement shall survive expiration or termination hereof.

ii. The parties hereto understand and agree that the CCAA is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to CCAA, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

iii. If Concessionaire fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to CCAA, CCAA shall be entitled to immediately terminate this Agreement.

iv. Concessionaire is not entitled to workers' compensation benefits except as provided by the Concessionaire, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Concessionaire or some other entity. The Concessionaire is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

v. If Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, CCAA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CCAA."

2. Licenses/Permits

The successful respondent(s) shall, at its sole cost and expense, obtain and maintain throughout the term of any resulting contract all licenses, permits, certifications, and approvals required under applicable federal, state, and local laws and regulations for the lawful sale, service, distribution, and handling of alcoholic beverages. Such licensure must include authorization for both on-premises consumption and off- premises sales, where applicable to the services provided. The successful respondent(s) shall remain in full compliance with all applicable statutes, regulations, and ordinances governing the sale and service of alcoholic beverages, including but not limited to all requirements related to age verification, prevention of sales or service to persons under the legal drinking age, responsible alcohol service practices, and all reporting or operational requirements imposed by applicable regulatory authorities. The successful respondent(s) shall be solely responsible for ensuring that its employees, agents, and subcontractors engaged in the sale or service of alcoholic beverages are properly trained and qualified in accordance with applicable law and industry standards, including any required responsible alcohol service training or certification. The successful respondent(s) shall maintain liquor liability insurance issued by an insurer authorized to do business in the applicable jurisdiction and with coverage limits acceptable to the Issuing Agency. Such insurance shall cover claims arising out of or related to the sale or service of alcoholic beverages by the successful respondent(s), its employees, agents, or subcontractors. The successful respondent(s) shall provide a certificate of insurance evidencing such coverage prior to contract execution and upon renewal during the contract term.

Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the Concession Agreement to be awarded:

3. Indemnification

"Concessionaire shall indemnify, defend, and hold harmless CCAA, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which CCAA may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Concessionaire or any of its sub-contractors hereunder; and Concessionaire shall reimburse CCAA for reasonable attorney fees and costs, legal and other expenses incurred by CCAA in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against CCAA to the extent that CCAA is liable to such third party for such claims without regard to the involvement of the Concessionaire. This paragraph shall survive expiration or termination hereof."

4. Non-Discrimination

The successful respondent(s) shall further comply with the following Civil Rights and Non-Discrimination language, which shall be included in the Concession Agreement to be awarded:

"1. In all its activities within the scope of its airport program, Concessionaire 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. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision obligates Concessionaire for the period during which the property is used or possessed by Concessionaire remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, Concessionaire for itself, its assignees, and successors m interest, agrees to comply with the following non-discrimination statutes and authorities:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms 'programs or activities' to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;

i. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.).

During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

j. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

k. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

l. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

Information and Reports: Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the County or the FAA, as appropriate, and will set fo1th what efforts it has made to obtain the information.

m. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the

n. County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

o. Incorporation of Provisions: Concessionaire will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Concessionaire will take action with respect to any subcontract or procurement as the CCAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Should the Concessionaire become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the CCAA to enter into any litigation to protect the interests of the CCAA. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States."

5. FAA Regulations

Further, the successful respondent(s) shall comply with the following provisions which will be included in any awarded Concession Agreement:

"Concessionaire agrees to comply at all times with Federal Aviation Regulations ("FAR") 139, and to observe all security requirements of Transportation Security Regulations Part 1500, 1520, 1540, and 1542, and the Airport Security Program, applicable parts, as the same may be from time to time amended, which will be furnished to Concessionaire as approved by the Transportation Security Administration, and to take such steps as may be necessary or directed by CCAA to ensure that sublessees, employees, invitees, and guests observe these requirements."

"Concessionaire shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations or Security Plan adopted by the County or CCAA pursuant to requirements of the Transportation Security Administration or Part 107, Federal Air Regulations of the Federal Aviation Administration, as it may be amended from time to time."

"This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between CCAA and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport Act, the Airport and Airway

Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or require affecting the control, operation, regulation, and taking over of the Airport. This Agreement is subordinate to any bond ordinance, indenture or covenant made by CCAA with respect to the Airport prior to or during the term hereof and, in the event of a conflict, the requirements of the ordinance, indenture or covenant shall control."

"Concessionaire shall not construct, erect, or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. Contractor acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. Concessionaire shall comply with any conditions, limitations, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77. Concessionaire by accepting this Agreement expressly agrees for itself, its successors, and assigns that its services performed under this Agreement will not in any manner interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Client reserves the right to cause the abatement of such interference at the expense of the Concessionaire."

PROPOSAL SUBMITTAL REQUIREMENTS

Proposal Form -The Proposal should be completed by addressing the following:

1. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized, and experience. Please provide resumes of key personnel providing information, and copies of any licenses or certifications relevant to the requested services.

Please provide the following information:

1. Name of company
2. Point of contact name
3. Physical and mailing address
4. Phone number
5. E-mail addresses of contact person/company representative

2. **Experience.** Provide a detailed description of the type and scope of your company's operations and provide examples of services your company has performed that are similar in size and scope to that requested in this RFP.

3. **Pro Forma.** Provide a five (5) year financial pro forma.

4. **ACDBE-**In accordance with the USDOT Interim Final Rule published on October 3, 2025, and the Official Frequently Asked Questions on the Interim Final Rule, there is a Zero Percent (0%) goal for Airport Concession Disadvantaged Business Enterprise ("ACDBE") participation in this solicitation. Respondents shall not include information on ACDBE participation in their proposals. The resulting contract will not include ACDBE participation goals as of the effective date; however, the contract may be amended depending on further action of the USDOT and the Unified Certification Program.

5. **Sustainability Program.** Provide details for any sustainability, recycling, or other environmentally focused programs and approaches.

6. **Proposed Operations.** Please provide a conceptual concession space site plan, including any relevant diagrams, illustrations, etc. relevant to a similar type operation. Additionally, provide sample menus, a list of retail items, and pricing. **Vending.** State whether there is interest in providing Vending machines and if yes, an approach to vending options. In addition, please indicate if Vending machines can be installed on January 3, 2027 or sooner if desired.

7. **Technology/Innovation.** Provide experience and potential use of innovation

and various technology applications for all areas of concessions (mobile ordering, text messages, self-service check-out, etc.).

8. **Schedule.** Discuss your company's ability to provide the concession services as requested and as required by this RFP

9. **Compensation:** As compensation for the right to operate the concession spaces set forth in this RFP and any resulting agreement with CCAA and the privilege of providing commercial services in the terminal building, the successful respondent(s) shall pay CCAA $800.00 monthly rent for the first year with a 3% annual increase thereafter. In addition to the rent payment, the selected respondent shall pay CCAA a percentage of gross revenue up to and in excess of $20,000/monthly Gross Food/Retail. The respondent(s) shall provide these two figures in their proposal in addition to a percentage of the monthly Gross Vending receipts. The proposed percentages will assist in determining proposal selection. Please note that sales of all alcohol products **shall NOT** be included in the amount to be paid to CCAA under either option.

Percentage of Gross Food/Retail:	$0 - $20,000 per month	______%
	$20,001 + per month	______%
Percentage of Gross Vending		______%

10. **Familiarity with State College Regional Airport.** Provide a narrative describing familiarity with the State College Regional Airport.

11. **References.** Please provide two (2) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.

12. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.

13. **Performance Bond.** Upon execution of any Concession Agreement, the successful respondent(s) shall deliver to CCAA, and maintain in effect at all times throughout the term of any Agreement, a valid corporate performance bond, or such other acceptable surety as approved in writing by CCAA, in an amount equal to six months of respondent's rent.

14. **Signature** of Chief Executive Officer or an individual delegated the responsibility.

CONCESSIONAIRE RESPONSIBILITIES

Concessionaire(s) shall provide good quality food, beverage, and retail merchandise. Concessions shall be operated in a way that is convenient for passenger use and shall provide excellent customer service. Minimum Standards of Operations for the successful concessionaire as follows:

1. **Hours of operation:** All concession/retail locations shall be available at least 90 minutes prior to all scheduled departures. The Concessionaire is expected to expand these hours to capture business during peak times such as holidays and summer tourism seasons. Any variance from these hours must be justified and approved by the CCAA Executive Director. Beyond these hours, the post security food operation is expected to remain open during flight delays. In fact, many of the best grossing days have been during flight delays.

2. **Food Offered:** Menus shall include high quality food and beverages for each meal (breakfast, lunch, and dinner). Offerings should provide sufficient variety to appeal to most passengers, including some healthy options and items for special dietary needs such as gluten free. Offerings should be reflective of the region. There should also be items on the menu for children. For example, offering snack nuts and healthier chips alongside traditional potato chips. Local products shall be available. CCAA reserves the right to final review and approval of all menus and pricing.

3. **Alcoholic Beverages:** Concessionaire shall be required to hold and comply with the terms of a liquor license for the sale and dispensing of alcoholic beverages in the terminal building. A variety of alcoholic beverages, including local micro-brewed beer, shall be offered.

4. **Retail Merchandise:** Offer relevant material for purchase including magazines, books and snacks. CCAA encourages the Concessionaire to offer locally made products. CCAA reserves the right to review the list of all retail products and pricing of items intended for sale.

5. **Pricing:** Prices for food, beverage and retail merchandise shall be reasonable and not grossly disproportionate to prices for comparable items in the local area outside the Airport setting. Respondents shall identify intended prices with any sample menus and further shall describe their proposed employee discount program.

6. **Staffing:** Staffing should be sufficient to efficiently operate the concession locations during operating hours. Service should be prompt and courteous.

7. **Vending Machines:** Concessionaire(s) shall state their desire to provide and service food and beverage vending machines pre-security and post-security. If yes, provide an approach to vending options. In addition, please indicate if Vending machines can be installed on January 3, 2027 or sooner if desired.

8. **Catering Services:** Provide details on ability to provide catering services.

9. **Accessibility:** Concessionaire(s) shall be required, at a minimum, to comply with the requirements of the Americans with Disabilities Act to design and operate the concession spaces to accommodate the needs of passengers with disabilities. Concessionaire shall, more broadly, strive to accommodate the needs of passengers with a broad range of physical abilities and limitations that utilize the terminal building.