Seattle-Tacoma International Airport
Airport Dining & Retail Program Leasing
Competitive Evaluation Process and Request for Proposals - Lease Group 5 Questions and Answers
Question Set #1 Collected through July 31, 2019

Question No.	CEP/RFP Package	Question	Response
1	CEP Package SR-1 & SR-2	For the two specialty retail leases, both are designated as "open concept" and have the "store within a store" open provision. Do all sales need to be derived exclusively from retail sales or can some come from services? The personal services leases allow up to a certain % of their sales to come from retail/product sales (i.e. non-services). Therefore, can the retail store within a store allow for services to be sold alongside retail, and if so, is there a minimum/maximum ratio of retail: services sales permitted akin to the personal services lease? If so, does that provision apply to both specialty retail leases?	Please see Addendum No. 2
2	General	Does being certified ACBDE business have any added weight in the business selection process? I understand that Sea-Tac wants to encourage disadvantaged businesses to apply, but does it provide any extra weight in points? We almost certainly qualify for certification based on being majority female owned, a small business, and have less than $1.32 personal net worth, but as I read the ACBDE application it asks us to certify that we are disadvantaged because of gender or ethnicity. In principle, we have concerns about claiming that we are a disadvantaged business because we have a female majority owner. She is very talented and	Please review Section 16 of the CEP/RFP Small Business Participation Scoring: 1) A Proposer that qualifies as a Small Business (as defined by the US SBA) will automatically receive 100 points in this section. 2) A Proposer that is certified as an ACDBE will automatically receive 100 points in this section.

		capable and much of our success is because of her. If anything has ever held us back it would be simple market dynamics and not because she is a female. However, we do want to be seriously considered for this CEP and if not having ACBDE certification becomes a disadvantage in our application, then we will get certified. Please advise. Thank you for your help.	
3	CEP Package FB-01 & FB-02 & RFP Package FB-03	The [CEP] asks that the proposed concept should enhance the offerings in the area and not compete directly. When reviewing Section 6 to see adjacencies in the area, Space NS – 08 is listed as QSR. Can the Port advise: a. Has this location been awarded? And if so, what is the category and brand? b. If not, will this location be offered in a future solicitation?	Location NS-08 has been awarded and the Port is working with the operator to finalize the concept. That concept does not compete with the Food and Beverage packages offered as part of Lease Group 5.
4	General	Will CEP Proposers be permitted to submit alternate use proposals?	Section 7.2 of the CEP and RFP only allow for the submission of one (1) concept per package. Proposers may submit on multiple packages.
5	CEP Package FB-02	The $930,000 MAG for FB-02 appears exceptionally high when compared with comparable prior opportunities at Sea-Tac (ex. Lease Group 4 CEP 1 MAG was $275,000). The number is daunting number for a small business owner. Would the Port consider lowering to reduce the risk for a small business?	Please see Addendum No. 2

6	General	Due to the limit, will the Port consider not having the forms, menus, renderings, and attachments count?	No, all pages count toward the overall 200 page limit except: Joint Venture Agreements & Exhibit 6
7	General	Do you require a full design or concept design?	Proposers should provide information that satisfies Section 11 of the CEP or RFP
8	General	On the investment dollar, is the Port the contractor or is the dollar value a suggestion?	The Port is not the contractor. The minimum capital investment provided in Section 4 is based on actual cost to build out at the airport.
9	General	Is combining two (2) spaces an option or not?	The combining of two spaces will not be permitted by the Port.
10	General	Can we form a new company to propose on this lease?	Yes, so long as at least one (1) member of the ownership group meets the minimum experience requirement.
11	General	Will the Port be a consultant during design to ensure concept fits with the Port goals?	The Port will review and approval all plans and specifications during the design phases after award.
12	General	When was the announcement of this Lease Group first announced to the public?	June 18, 2019
13	CEP Packages PS-01 & PS-02	Will you accept a retail store within a passenger service offering?	All proposed concepts must comply with Section 4
14	General	Will the Port allow a store within a store concept?	Yes, store within a store concepts are permitted. Please make sure all concepts proposed comply with Section 4 of the CEP or RFP
15	General	During the presentation, it was mentioned there are kiosk locations, are those part of this Lease Group?	Kiosk locations are not part of the Lease Group 5 Packages
16	General	Can you explain the store within a store concept and how it works within this framework?	As with the example given in the Pre-Proposal meeting think of Macy as the main store and Louis Vuitton is a separate store within the

			Macy's. That is a store within a store concept.
17	General	Please confirm you allow a store within multiple concept in retail e.g. store within a store	See response to Question 14
18	General	Can they each show distinctive signage to assure multiple concepts successful and acceptable performance by each concept?	All signage that is proposed will be required to meet the Ports signage standard.
19	General	If you are in the process of ACDBE certification but not approved prior to the submittal date can you state in process and remain electable for the ACDBE credit?	Please review Section 15 Small Business Participation question 1 on what is required to be considered for the automatic Small Business Points.
20	General	If you are currently ACDBE certified in your home state, is that sufficient to get ACDBE credit in this process?	See response to Question 19
21	CEP Packages SR-1 & SR-2	Does SR-1 and SR-2 contain a hookup for water?	Please refer to the utility information provided in Section 6 of each CEP package.
22	General	In North Satellite Terminal will there be ancillary storage/support space offered to concepts outside of the individual concession units?	Limited storage space is available to rent at the current tariff rate, on an as needed basis. The successful proposer will work with their Port Business Manager to determine availability of storage space.
23	General	During the pre-proposal meeting, it was stressed that the allocation of space for passenger movement/flow is critical in the evaluation of each proposal. As such, can the airport provide what they consider to be the average personal space for each passenger? As an example some airports require a minimum space allocation that meets ADA requirements, some require the ADA requirement plus 10%	At a minimum all space allocation must meet ADA requirements.

24	General	Will the airport consider allowing proposers to propose a brand/concept for a particular space though the space may be designated for a different category? As an example, there are some Personal Service concepts that could utilize a larger space than the 582sf allocated for PS1. In addition, there are specialty retail concepts that are best suited for smaller spaces that than the 1,850+sf allocated for both SR 1 & SR2.	See response to question 13.
25	General	Can the airport please clarify what is above the Retail Block in the Central Core of the North Satellite?	Artwork will be above those locations signage. Please refer to Section 6 renderings of the North Satellite that was provided in all the Lease Group 5 packages.
26	CEP Package SR-1	Please clarify the linear frontage of the SR1 location. Is it 15 feet?	Plans show that the opening is at 14'-0" but will be verified by actual construction.
27	CEP Packages SR-1, SR-2 & PS-1	Please clarify the ceiling height of both SR1, SR2 and PS1	The header at the store front is at 10'-0"
28	CEP Packages SR-1 & SR-2	For both SR1 and SR2, the CEP allows for multiple brands/concepts; however, will the airport allow the exterior header to feature one or more brand logos? As the locations are very deep with low ceilings, and passengers/consumers make purchase intent decisions based on brand/concept recognition, we would urge the airport to allow for this.	See response to question 18.
29	General	During the pre-proposal meeting it was suggested that proposers plan for increased Capital Costs (as the build-outs will begin mid 2021); however, it was mandated that 2019 Labor Wages be used. Using	When Proposers are completing Form 8.6 they should be aware that Resolution 3725 requires the Proposer to pay prevailing wages.

		two different dollar values would appear to create an inconsistent Proforma. We understand the rationale behind the directives; however, we would ask the airport to establish 2019 rates for both labor and capital investment ($psf) as well as an annual adjustment rate. This will ensure that all proposers are using the same annual adjustments and the airport can evaluate each submittal on an apple to apple basis. The airport has provided the EPAX growth basis to help establish a consistent market size.	The minimum capital investment provided in Section 4, is based on current design and construction cost for similar operations at the airport.
30	General	Can you put seating in the blended area outside of the building/site?	No, all seating (if required by the concept description in Section 4) must be within the provided Lease Outline Drawing (LOD) space.
31	RFP Package FB-3	Is the escalator the only public access to the "Signature Restaurant?"	No, there is also an elevator across from Location NS-4 on the adjacency map, which the public can access.
32	RFP Package FB-3	What is the back of house access to the mezzanine level?	Please refer to the LOD provided in Section 6. Between grid lines 22 and 23 there is a double door for back of house access.
33	CEP Package FB-2	Can you let us know how you forecast the revenue in this 3440sf location?	As stated in the Pre-Proposal meeting, in general specialty retail locations generate $2.61 in sales per enplaned passenger.
34	CEP Packages FB-1 & FB-2 RFP Package FB-3	Can we have sales per sf record of Big Foot Food and spirit in 2018, Seattle Seahawks 12 Club in 2018, and The great American Bagel Bakery in 2018?	Big Foot Food and Spirit - $2,556.69 Seattle Seahawks 12 Club - $1,630.58 The Great American Bagel Bakery - $5,930.04
35	CEP Package SR-2	Is Plumbing Available at the NS-14 or NS-12 location	See response to question 21.
36	General	Would a convenience retail concept, one that offers both Travel Essentials and Food & Beverages, such as	See response to question 13 and Addendum No. 2

		Frozen Beverages, Coffee, Iced Coffee, Teas, Pre-Made Grab and Go Foods, In store made Hot Foods to include Pizza, Burgers, Chicken Salads, Fruits, Snacks, enhance or compete with the current Newsstand concepts (conventional retail)?	
37	General	Is there storage available for the NS-14 or NS 12 location? Where is it located? What is the cost? Can a freezer/refrigerator be part of the space?	See response to question 22.
38	General	I wanted to know if we can expect to receive any CAD drawings for the spaces presented in Lease Group 5?	CAD drawings will be provided to the successful proposer's after award.
39	General	[I] precede my question with a few comments. The Port mentioned that Sea-Tac is striving to improve the customer/passenger experience from curb to plane and make it less stressful. Yesterday, after our meeting, I spent the next few hours observing passengers and reading Yelp / Google / Facebook Social Media reviews of different restaurants. The only restaurant that I saw that had an average review on Yelp close to a 4 star review was Lucky Lou's fish fry place. Everyone else had abysmal reviews. Reading these reviews one item stood out nearly 90% of the time – very expensive. This often was followed up by a comment that the Sea-Tac location was significantly more expensive than other locations of the same brand. Then I compared similar reviews of the restaurants that had other locations outside of the airport and many of these other locations had significantly better reviews. In these other reviews, I rarely saw people complain about price, whereas at	The successful proposers will be assigned a Business Manager that will work with them on all aspects of their operations including but not limited to, approval of pricing, customer complaint resolution, and customer service.

		the Sea-Tac locations, cost dominated negative reviews regardless of brand. 1) What is Sea-Tac doing to help tenants have better social media reviews? 2) Does Sea-Tac acknowledges that cost of doing business for a tenant is in direct relation to the prices they have to charge? 3) What is Sea-Tac doing to help lower costs for tenants to do business? 4) Does Sea-Tac understand that in our age, social media reviews make and break a business? 5) What are other tenants doing to manage the fact that their Sea-Tac reviews are at the bottom compared to their other locations?	
40	General	Pg 20 Package SR-1 Lease Group 5 shows partial year sales for 2019. How many months does that cover?	Those sales are resented through April 30, 2019
41	General	Storage space charges are listed per SF. I assume that is annual?	See response to question 22.
42	General	What happens at the end of a term? Does the shop have an option to extend the lease?	The Port will complete the location in a future Lease Group. There are no option periods.
43	CEP Packages SR-1 & SR-2	[I] am interested submitting a proposal for a sandwich concept as part of Lease Group 5. Can SR1 and SR2 be a food concept?	No, they cannot receive the required utilities for a food and beverage operation.
44	General	[I] am interested submitting a proposal for a sandwich concept as part of Lease Group 5. Do you guys see it as a conflict of interest with 9th & Pike in NS-22?	It is up to the proposer to determine if their proposed concept meets the concept description in Section 4.

45	General	[I] am interested submitting a proposal for a sandwich concept as part of Lease Group 5. Minimum Annual Guarantee (MAG) Does this mean rent for the 1st year is $430,000 and 2nd year is $365,500	The successful proposer will pay the higher of the MAG or Percentage Rent that is proposed. The sample agreement allows for the MAG to be adjusted every year.
46	General	[I] was on 7/18 session. What is needed is to fill forms 8.2 thru 8.8? correct? and they are due by 7/31? Also how do I turn in the forms?	All required forms are due with your submission.
47	General	The proposer is a joint venture comprised of an experienced concessionaire and two other local entities. The experienced concessionaire will be the majority owner of the joint venture and will manage the day to day operations of the joint venture. We would like confirmation of the following. If a joint venture is seeking to be a "Proposer" during the Competitive Evaluation Process, only the joint venture, and not any of the individual members/owners of the joint venture, would be considered the "Proposer."	Please refer to Section 7.1.15 of the CEP and RFP
48	General	The proposer is a joint venture comprised of an experienced concessionaire and two other local entities. The experienced concessionaire will be the majority owner of the joint venture and will manage the day to day operations of the joint venture. We would like confirmation of the following.	Please see the response to question 47.

		Only the Joint venture, and not any of the individual members/owners of the joint venture, is required to sign the proposal form(s).	
49	General	The proposer is a joint venture comprised of an experienced concessionaire and two other local entities. The experienced concessionaire will be the majority owner of the joint venture and will manage the day to day operations of the joint venture. We would like confirmation of the following. Only the joint venture, and not any of the individual members/owners of the joint venture, is required to negotiate and sign the Labor Peace Agreement.	Please see the response to question 47.
50	CEP Package FB-2	We have a question about submitting a proposal for the Lease Group 5 Package FB-2. In section 9.3.c, we are asked to describe up to 3 current operations in detail. We currently have 9 locations of our Matador operation - would you prefer that we average them all together to answer the questions, or pick up to 3 individual locations to describe separately?	Proposers may chose up to three (3) "current operations most relevant to those included in this Proposal."
51	General	Can a bidder insert external links in the PDF document?	No external links are permitted and will not be reviewed by the evaluation panel.
52	General	Can a bidder insert external links to fly-through videos of the design etc.?	See response to question 51.
53	CEP Package FB-2	Can we please receive a blank floor plan (including scale) with ventilation included of the proposed space? We need this to be able to complete section 11.2.	This information will be provided to the successful proposer to complete their design. See response to question 58.

			HVAC routes are not required for Section 11.
54	General	For Section 9.3.c.vii - Actual Rent Paid - does this refer to the rent paid Year To Date, or for 2018? We'd like some more clarity on what information is being asked.	Proposers may provide a monthly or annual rent amount and should state what was used.
55	General	For Section 9.9.a through c - Would you like for us to provide these items (balance sheet, income statements, and cash flow statements for the past 3 fiscal years) for our entire parent company, or just for the 3 locations that we are describing in section 9.3?	Proposers should provide information about the entity the Port will execute an agreement with or the individual joint venture partners if applicable.
56	CEP Package SR-1	Can you please confirm the square footage for the following: SR-1, NS-12 SR-2, page 13 states 1,840 sq. ft. (approx.) SR-2, page 22 states 1,820 sq. ft. (approx.)	As these locations are currently under construction the square footage provided in this package is an approximate and may vary from the final build-out conditions.
57	CEP Package SR-2	Can you please confirm the square footage for the following: SR-2, NS-14 SR-2, page 13 states 1,840 sq. ft. (approx.) SR-2, page 22 states 1,900 sq. ft. (approx.) SR-2, page 23 states 1,894 sq. ft.	See response to question 56.
58	CEP Package SR-1 & SR-2	Can you please provide actual dimensions of NS-12, and NS-14?	As these locations are currently under construction actual dimensions are not available. For the purpose of this solicitation in

			the Lease Outline Drawing provided in Section 6: The numbered grid line are 26' apart The alpha grid lines: Between C & D 52' apart Between D & E 22' apart
59	General	Will additional storage spaces be available for SR-1 (NS-12), and SR-2 (NS-14)?	See response to question 22.
60	General	Is it required to submit a physical materials board for Section 11: Unit Design, Materials, and Capital Investment or will the example on page 95 of the Pre-Proposal Presentation suffice?	Please review Section 11 question 3.
61	General	If we bid on two separate spaces, will the two proposals be reviewed independently from each other?	Yes each package is evaluated independent of the other packages.
62	General	If we bid on two separate spaces and each space is awarded the highest amount of points compared to other bids, what is the process for awarding one space over the other? Will we get our choice between the two spaces?	Should a proposer be the preferred respondent for multiple packages with the same or similar concept, the Port may reach out the proposer to ask what package they prefer.
63	General	If we are planning to propose as a new joint venture (JV), does Prop I compliance apply? If we have no employees currently, does the backdating requirement to January 1, 2014 also apply?	Compliance with Prop I may be required if the proposed joint venture has a partner that has operated within the City of Sea-Tac too.

64	CEP Packages Only	Does the Investment Incentive Agreement apply if we are exempt from the ADR program?	The Investment Incentive Agreement is available to all proposers that submit a proposal and meet the requirements of Section 1.6.
65	CEP Package PS-2	For package PS-2, can the proposer sublease or subcontract a portion of the space to bring in additional concepts? If yes, what additional documentation, if any, is required in our response?	Please review the sample agreement provided in Exhibit 5.
66	CEP Package PS-1	How many square feet in the Massage Bar in North Satellite. How many months do the sales numbers in 2019 represent on page 21?	256 square feet. Sales are through April 30, 2019.
67	CEP Package PS-2	Section 7.2.2 states one concept per package. For PS-2, can our concept include all three options (napping, business center, and gaming)?	See response to question 13.
68	CEP Package PS-2	Does Section 7.6.8 re transition plan even apply for PS-2?	A transition plan is not required as this is new construction.
69	General	In section 7.9, when the Port notifies us of a public records request will they also provide the name of the requesting party?	No.
70	CEP Packages SR-1, SR-2, PS-1 & PS-2	In the Excel format provided as Exhibit 8, will 2021 be at best a partial year if the space is delivered to us in June of 2021? Is this why the columns run through 2031? Do we need to project for every year shown even though it is currently an 8-year term lease?	You do not need to complete the form past the eight year.

71	General	On form 8.4, are we required to be registered with the State of Washington prior to award as a new JV that has not operated in the State of Washington?	It is the proposer's responsibility to comply with all State requirements.
72	General	On form 8.4, should we list the JV members and reference their affiliated entities operating in airports? If the JV is a new entity not currently operating, do we provide credit and banking references from all JV partners or just the majority partner?	Refer to Form 8.4 for instructions on Joint Ventures.
73	General	On form 8.7, where do we include commissions for staff which supplements their total compensation? In section 11.8 on this form, can we use additional space or pages?	Commissions (if applicable) may be listed in Section 11.6 of Form 8.7.
74	General	On page 40 question 9d, does this apply to a newly formed JV? If so, what do you mean specifically by a "certified statement"? If the JV partners are corporate entities, are personal net worth statements completed by the entities? If one of the partners is an ACDBE, would that individual be required to complete the personal net worth statements?	Proposers may include the items requested in question 9a through c for each of the joint venture members. A personal net worth statement will be used with a Joint Venture Partner is also a new entity.
75	General	In section 15, if the proposer is a newly formed JV with an ACDBE partner, which sections are applicable for us to complete if we anticipate that the JV will employ much less than 35 employees.	See response to question 19.
76	Exhibit 5	In the sample lease agreement, section 1.5.2 states that the MAG will begin on Jan 1, 2022. Will this date be extended if the space is not turned over by June of 2021? Will it be extended if there are design review delays by the Port? In section 1.7.1, what is the anticipated security deposit? When is the	No the MAG as outlined in Section 4 and Exhibit 5 will begin on January 1, 2022.

		anticipated Buildout Deadline?	
77	General	In section 9 on page #40, it states: "d) If the Proposer is a newly-formed organization, the Proposal must include a certified statement of the names of the officers of the organization to be formed, the principal occupation of all members of the new organization's Board, and certified statements of the personal net worth statement following 49 CFR Par 26 (Airport Concessions Disadvantage Enterprise) format for each shareholder, member, or partner in the organization for the last three years." If the newly formed organization is a joint venture between two companies, are certified personal net worth statements applicable?	See response to question 74.
78	General	In Section 15, Item 2, can the Proposer submit a draft joint venture agreement along with an LOI or affidavit from the ACDBE partner to be executed upon award?	Yes
79	General	Please specify the current Small Business size standards that qualify for points?	See response to question 2.
80	General	Does the ACDBE partner in the JV need to be certified in the State of Washington at the time of submittal?	See response to question 19.
81	Exhibit 5	**Electricity and Lighting.** Concessionaire shall – at its cost – furnish, install and maintain an electric meter for the Premises at a location and of a type specified by the Port. Concessionaire shall also – at its cost – furnish, install and maintain all lighting	The Port will provide this information to the successful proposer during the design phases, following award.

		fixtures and wiring for general illumination of the Premises. Levels of illumination and wattage requirements shall be subject to the approval of the Port. What type of meter is required per the Port? Can the Concessionaire contractor pull the electrical from closet to space or is there a third party the Port has contracted with to perform this work?	
82	Exhibit 5	**Cabling and Communications.** Concessionaire shall use the Port's cabling and communications system for its operations at the Airport when such cabling and communications system has been installed by the Port, and Concessionaire shall pay a user fee as will be determined by the Port. In the event Concessionaire is allowed to install communication equipment, any such installation shall be subject to the Port regulation. If we have a business relationship with another company, such as Direct TV, can we use them in addition to the airport cabling company?	See response to question 81.
83	General	For employees who receive tips, should proposers list just the base hourly pay or include anticipated tips in the Form 8.7 Job Quality section?	Tips (if applicable) may be listed in Section 11.6 of Form 8.7.
84	RFP Package FB-3	Do we have the ability to affect the ceiling in the NSM-26 space? The shell renderings show some kind of a drywall cloud.	All finishes were for illustration purposes only. Ceiling is exposed to the deck.
85	RFP Package FB-3	Are the natural gas specifications (size and pressure) for NSM-26 dedicated to the space? Do we need to	See response to question 21. Gas line is not shared.

		share lines with other spaces?	
86	RFP Package FB-3	Can you verify what is in the two rectangular columns/shafts shown in the middle of the NSM-26 space? (Can we penetrate the columns/shafts, and apply finishes to them and/or furr them out to run power if necessary?)	The two rectangular shafts in NSM-26 are exactly that – shafts - for smoke exhaust and grease ducts from the tenant spaces below. These are two hour rated enclosures. Penetrations into these shafts would need to be fire stopped. They can be furred for electrical conduit or architectural finishes.
87	RFP Package FB-3	Verify we can have an open ceiling in NSM-26 if desired?	Yes
88	RFP Package FB-3	Can a mobile host station can be used?	Yes so long as it is within the LOD.
89	RFP Package FB-3	Can we apply finishes to the walls of the egress stairs for NSM-26?	Proposer's finishes may only be applied within the LOD provided in Section 6.
90	RFP Package FB-3	If we have to keep the cloud/ceiling shown in the shell renderings for NSM-26, can overhead piping and ducting be run above it?	See response to question 81.
91	RFP Package FB-3	Please provide interior elevations of the space and building sections through the space at least two locations and in both directions for NSM-26.	See response to question 81.
92	RFP Package FB-3	Can you clarify floor and ceiling assemblies (structural slab or slab on metal deck or framed with topping slab?) for NSM-26?	See response to question 81.
93	RFP Package FB-3	Is any noise attenuation required from our proposed space to common space, between floors, between tenants or adjacent uses?	See response to question 81.

94	RFP Package FB-3	Are the shell color schemes and artwork shown in the renderings already set? Provide some written description of their design intent if so.	Each shell of space will be turned over without finishes. Artwork shown outside of the spaces are referenced on the map provided in RFP.
95	RFP Package FB-3	Is the intent to keep an open space above the NSM-26 ceiling which is free and open to the common space?	It is the Proposers choice on hot the ceiling is finished so long as it meets the Ports design standards.
96	RFP Package FB-3	Will the Port provide directional signs to guide travelers to the mezzanine space?	See response to question 81.
97	RFP Package FB-3	Have any sun studies been done that show direct solar exposure in the NSM-26 space, particularly along the edge (near railing)?	See response to question 81.
98	RFP Package FB-3	Where are the major supply air registers for the common space located? Will they be pushing air onto the seating areas for NSM-26?	See response to question 81.
99	RFP Package FB-3	What is the finish of the NSM-26 floor at handover? Smooth concrete? Sealed?	See response to question 81.
100	RFP Package FB-3	NS-08 and NS-10 are below NSM-26 but part of the mezzanine floor is over open space. How will that ceiling below accommodate penetrations?	See response to question 81.
101	RFP Package FB-3	For design purposes, will the Port (or Health Department) require us to have guest restrooms inside of the NSM-26 restaurant?	There are public restrooms located on the Mezzanine level next to the Port installed escalators.
102	General	Will The Port of Seattle offer storage space for rent somewhere in the airport?	See response to question 22.
103	General	What are the current F&B concepts that are confirmed (either existing already, or confirmed to be operating soon) in North Terminal?	Please refer to the adjacency map provided in Section 6 of the CEP and RFP
104	RFP Package FB-3	Can you clarify if the electrical power is 3 phase and can you increase it to 600 amps?	See response to question 21.

105	General	Can you clarify what % rent is used, in a tiered proposal, in the Financial Offer Score Calculation and show the calculation for scoring?	It is up to the proposer to determine this information.
106	RFP Package FB-3	Are we required to have a gate to secure the space at all access areas? i.e.: the curved lease line wall on the CAD we reviewed with the designers.	All designs must comply with the ADR design standards.
107	RFP Package FB-3	Can we also confirm all areas that do not have floor to ceiling walls in the lease line?	See response to question 81.
108	RFP Package FB-3	Will there be any patio seating allowed in any dead space around the unit?	See response to question 30.
109	General	In light of the page restrictions, can all required forms and financial statement information be excluded from the overall count? For some respondents, financial statements can be in excess of 70 pages (not including joint venture partners' information), which may impact other substantive aspects of the response that may need to be reduced to stay within the range.	See response to question 6.
110	General	Please provide (a) turnover and (b) opening dates for each space.	Anticipated turn over to start construction is January 2021. Anticipated opening is July 2021.
111	General	Are temporary operations required during construction? If so, please provide detailed information about your expectations of those operations by space.	Temporary operation will not be needed as the open date is in-line with the opening of the new construction.
112	General	Are there any penalties if concessionaires spend less than the minimum Capex of $800/sf?	Please refer to the sample agreement in Exhibit 5.

113	General	Section 10 Concept Development, the CEP requires "an estimate of the average preparation time for the proposed menu offerings." Does the Port require an estimated average preparation time for each individual menu item, or an overall estimated preparation time for the entire menu? Does Port require just the prep time after the order is placed or should this time also include prep time that occurs prior?	Please refer to question No. 4; the Port is looking for the proposer to provide "an estimate of the average preparation time for the proposed menu offerings." Preparation time should be from when the customer order to when it will be delivered.
114	General	Section 11 Unit Design, the CEP directs that "Renderings (or photographs) and floor plans may not exceed 11" by 17". Can the required Materials list also be provided in an 11" by 17" layout?	Yes
115	General	Will there be ancillary storage/support space offered to concepts outside of the individual concession units in North Satellite Terminal? If not, will there be ancillary storage/ support offered in an alternate location? And if so, where and what are the associated costs?	See response to question 22.
116	General	Please consider extending the due date to September 25th to avoid conflict with ACI-NA's Aannual Conference & Exhibition.	See Addendum No. 2
117	CEP Package FB-1	The proposed 250A 208V 3-Phase electrical service provided per the proposal documents will limit the equipment package and associated food offering…please confirm the airport can provide 400A 208V 3-Phase electrical service for Space NS-10."	See response to question 21.

118	CEP Package FB-2	"The proposed 400A 208V 3-Phase electrical service provided per the proposal documents will limit the equipment package and associated food offering…please confirm the airport can provide 600A 208V 3-Phase electrical service for Space NS-25."	See response to question 21.
119	General	What is the Port's definition of Fast Casual?	See Addendum No. 2
120	General	In Form 8.2, the reference to Competitive Integrity; should be Section 7 Paragraph 8, not 3.	Thank you for the comment.
121	Exhibit 5	Section 1, subsection 1.7 ("Build-Out Deadline") Is the reference to "Occupancy Dates" in the last sentence of this section intended to be "Notice to Open" dates?	Exhibit 5 is the sample agreement that a successful proposer will enter into with the Port. All irregularities will be addressed after award.
122	Exhibit 5	Section 1.2.2 ("Holding Over") This section permits the Port to require a Concessionaire to hold over indefinitely at the end of the Term while transitioning to a new tenant ("...Concessionaire shall agree, to extend its tenancy as to some or all of the Premises on a month- to-month basis..."). A fixed end of the Term, however, allows a Concessionaire to make informed financial and business decisions. Will the Port consider including a time limit on how long a Concessionaire's transitional month-to-month tenancy can continue? Will the Port consider allowing a tenant to decline transitional month-to-month tenancy if the unit is losing money?	Any Hold Over period will be at both parties consent. Either party may terminate the agreement during this period with thirty (30) days written notice.

123	Exhibit 5	Section 1.3.2 ("Acceptance of Premises") This section states that Concessionaire "will promptly examine the Premises no later than ninety (90) days from the date of the Agreement." This timing might require a Concessionaire to inspect the Premises and accept them "as is" before Concessionaire has possession and control of the Premises. In such case, the condition of the Premises could change between acceptance and possession. May inspection occur upon possession?	See response to question 121.
124	Exhibit 5	Section 1.4.3.3 ("Specific Operating Standards") This section provides that the Port may, in its "sole and absolute discretion, amend substitute, supplement and/or extend the operating standard[s] set forth in Exhibit C." To avoid unexpected new costs to a Concessionaire related to changed standards, will the Port consider exercising this right in its "reasonable" discretion?	Yes
125	Exhibit 5	Section 1.5.9 ("Notice to Open Incentive") This section includes 2019 dates, one of which has passed. Please clarify what these dates will be.	See response to question 121.
126	Exhibit 5	Section 1.10.2.2 ("Milestone") and Summary of Key Lease Terms page ("Build-Out Deadline") The definition of Build-Out Deadline in both these sections refers to two different dates: the "Design to Build Department" (i.e. "Plans to Building Department") date, and the "Issuance of Temporary Certification of Occupancy" date. Please clarify, which of these dates is the Build-Out Deadline.	See response to question 121.
127	Exhibit 5	Section 1.10.5.4 ("Liquidated Damages") This section says "failure to complete Initial Improvements, Midterm Refurbishment and any Alterations" are	Delay Damages may be assessed for failure to complete the Initial Improvements by the Build-Out Deadline.

		subject to Liquidated Damages "as identified in Exhibit F," however Exhibit F does not appear to include these specific violations. Please clarify, what are the Liquidated Damages for these items?	Other Liquidated Damages for Midterm Refurbishment and Alterations fall under a Schedule 1 Violation.
128	Exhibit 5	In Section 1.1.14 Expiration Date, the Lease & Concession Agreement states that "In the event that the Expiration Date is tied to a specific Notice to Open or Build-Out Deadline and the Build-Out Deadline (or Build-Out Deadline associated with such Notice to Open) is extended under Section 1.10 due to non-concurrent delays directly caused by the Port (but not Force Majeure events), the Expiration Date will likewise be extended for the same period of time the Build-Out Deadline is extended. Will the Port consider adjusting to include Force Majeure?	Form 8.4 allows proposers to suggest changes to the sample agreement for the Ports consideration.
129	Exhibit 5	Section 2.11.5 ("Compliance") This section, referring to security violations, states that [i]n the event of a severe incident, such actions may also result in immediate and/or termination of this Agreement." Given the possible serious consequences of such action (i.e. termination of the Agreement), will there be a notice and cure period for such violations, and will "severe incident" be defined?	See response to question 128.
130	Exhibit 5	Section 2.11.6 ("Badging") In the second paragraph, it says badge access, and the Agreement, can be terminated if Concessionaire fails to require each employee to continuously display any badge when on Airport property. In such case, will there be a notice and cure period before the Agreement can be terminated?	See response to question 128.

		Also, will this be clarified to apply to an employee on Airport property when there in his/her capacity as an employee?	
131	Exhibit 5	Section 1.5.15.2 ("Right to Review Records of Concessionaire's Other Stores") This section states that the Port has the right to inspect "the records from any other store operated by Concessionaire, but only if such inspection is reasonably necessary to verify Concessionaire's reportable Gross Sales." Records of stores at locations other than the Airport would not be relevant to this question. Will the Port consider clarifying this to "any other store operated by Concessionaire <u>at the Airport</u>..."? Will the Port consider limiting to Sales levels not "Records"?	See response to question 128.
132	Exhibit 5	Section 3.2.1 ("Airport Concessions Disadvantaged Business Enterprises") If applicable, will this section be clarified to provide that the ACDBE goal can be satisfied through a subtenant or joint venture partner of Concessionaire?	See response to question 121.
133	Exhibit 5	Section 4.1.2 ("Notices to Concessionaire") This section provides that "day to day operational" notices may be sent via email. To ensure any such notices are timely received and addressed, and to have the means to confirm receipt, please revise this section to provide that operational notices be sent to the Concessionaire's physical mailing address for legal notices, rather than via email.	See responses to questions 121 and 128.

134	Exhibit 5	Section 2.7.2 ("Airport Operational Needs") This section allows the Port to reduce or relocate the Premises "or any portion thereof," and if a Concessionaire rejects the reduction or relocation, or the parties can't reach an agreement about it, the Port may terminate the Agreement. In instances where only a portion of the Premises is involved, will the Port consider clarifying this to say that such termination would only apply to that portion of the Premises?	See response to question 128.
135	General	Will you be providing floor slab non-penetration areas?	See response to question 21.
136	General	Will you provide floor elevation delta between terminal and tenant space (this may affect floor material selection based on available thickness, or need for ramp)?	See response to question 81.
137	General	Will you provide routing location and size of type 1 hood shaft (this may affect ceiling design to accommodate for duct routing)?	See response to question 81.
138	General	If the Proposer is a newly formed JV LLC that has only company entity members with no individual members, is it acceptable to have an individual that is a corporate officer or authorized representative of the Managing Member of the JV LLC execute the Proposal forms on behalf of Managing Member of the LLC as the Authorized Representative of the Proposer?	See response to question 47.
139	CEP Packages PS-1 & PS-2	Can the space be operational overnight?	Yes

140	CEP Packages PS-1& PS-2	Can you provide us with CAD drawings of the space or any means to get more exact measurements? The PDFs drawings are blurry.	See response to questions 38 & 58.
141	CEP Packages PS-1 & PS-2	What is the height of from the floor to the unfinished ceiling?	Approximately 19'-0"
142	CEP Package PS-2	Will the Port accept a proposal for the nap/rest space that includes showers with ensuite toilets?	See response to question 13.
143	CEP Package PS-2	Will the Port accept a proposal that includes both nap/relaxation and business center activities	See response to question 13.
144	CEP Packages SR-1 & SR-2	For both Specialty Retail opportunities, the minimum Capital Investment is $800psf. Can you please clarify if the $800psf is for the totality of the space location, or for the "sellable" area of the location? If for the totality of the entire space, will the commission consider lowering that to reflect cost saving that may be achieved by companies providing fixtures and displays that are manufactured elsewhere, shipped and installed on premise? We fully realize the actual build-out costs may/will fluctuate based on local market conditions. The challenge we see is that given a term of 8 years, a MAG of $345K, aggressive labor wages and a minimum capital investment of between $1.4Mand $1.5 (given the capital is to include the entire space), having a reasonable ROI will be extremely challenging. These locations will have to exceed over $2.75M in revenues...not currently being done by the "average" / majority of concepts in the airport currently.	See response to questions 8 and 112.

145	General	As no response from previously submitted questions have been posted, and the hard decisions what and whether to pursue depend on these responses, will the Commission consider postponing the final submittal date an additional 3 or 4 weeks. Possession of the facilities doesn't occur until June 2021, so there is no immediate rush, based on our knowledge.	See Addendum No. 2
146	CEP all Packages	In your package one of the requirements is to be operating for 18 months. By the time we submit our package for the space we will be just shy of that 18 month minimum requirement. Does this requirement disqualify us from winning this bid?	It is the proposer's responsibility to demonstrate that the minimum requirements have been met.
147	General	The scoring criteria of the Job Quality, Workforce Training, and Employment Continuity section is based on proposed terms that are unverifiable until the awarded contract is open for business. A winning proposer can't be held accountable for the wages they propose in their RFP/CEP response until they have already opened their location. A proposer could just make up a number to win the bid and have a huge impact on the rest of the results due to the curve scoring on this section. The curve scoring cost proposers spaces in Lease Group 4. A company that proposes a competitive, realistic wage shouldn't be penalized so harshly based on something that can't be held to any level of accountability. The 150 points of this section make up almost 12% of the total scoring	Proposers have until 5:00 PM Pacific time on August 16, 2019 to file a Pre-Proposal Protest in accordance with Section 7.12.1.1.

		Would the Port look at the scoring criteria of this section and potentially make it pass/fail instead of graded on a curve?	
148	CEP Package FB-1	For CEP F-B 1, we are required to execute a National Burger Brand. The awarded concept will have no choice as to many of the design finishes. All of the kitchen equipment will be proprietary and has a predetermined cost. Therefore, the majority of the investment is determined by a third party, the Franchisor, not the proposer. Currently, the highest proposed capital investment receives all the points with everyone below graded on a curve. Would the Port consider changing this section to Pass/Fail instead of grading on a curve as the majority of build out costs will be dictated by a third party?	See response to question 147.
149	General	On Section 9.4 of the CEP - How would you like us to substantiate sources and amounts of funding for tenant improvements and working capital? Will a bank statement suffice for this request?	It is the proposer's responsibility to provide the information they see fit for the panel to evaluate.
150	General	On Section 15 - we currently qualify for SBA funding - does this mean that we qualify as a small business by your definitions?	See response to question149.
151	General	Section 15.1.a - How can we best satisfy these requests: "Confirmation that your business operates primarily in the US or makes a significant contribution to the US economy through payment of taxes or use of	See response to question 149.

		American products, materials, labor?" and "Confirmation that your business is independently owned and operated."	
152	General	As stated in the street pricing policy may change based on certain criteria. Please advise criteria type	Please refer to Exhibit D Pricing Policy for Concessions that was included as part of the Sample Agreement.
153	General	Street Pricing policy increase shows a start date for 2021. Can we assume this ends 12/2021? Can we also assume that a new policy will re-set 1/2022 and each year after?	See response to question 152.
154	General	What is the lowest percentage over street pricing ever allowed?	See response to question 152.
155	General	Can we split the space for multi-concepts?	See response to questions 9, 13, and 14.
156	General	Are their restrictions to any categories for the specialty locations?	See response to question 13.
157	General	What are the current ACDBE percentages in both the F/B and separately the Retail programs in SEA?	For calendar year 2018 Food and Beverage 40% Specialty Retail 14%
148	General	Please confirm the linear square footage of the store front of each of the locations?	All measurements are approximate: NS-10: 70'-4" NS-11: 27'-4" NS-12: 14'-7" NS-13: 25'-8" NS-14: 26'-8" NS-25: 94'-2" NS-26: 47'-3"
159	General	Would you consider swapping the use clause in NS13 and NS12 in order to create a single large retail space combining NS13 and NS14, while creating a	Due to utility constraints we are unable to accommodate this request.

		potentially larger 'services' adjacencies	