

SPOKANE AIRPORT BOARD

Request for Proposals

Number 23-49-9999-018

for

**Food Service
and Retail Concessions**

at

Spokane International Airport

Issued: July 11, 2023



Spokane International Airport

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1.0 INTENT

The Spokane Airport Board (the “Board”) is inviting proposals from intended organizations (“Proposer” or “Proposers”) to design, construct, operate, and manage food service and retail concessions at Spokane International Airport (the “Airport”).

The existing concession program at the Airport, including Concourses A, B, and C, is operated under two leases that are expiring on January 31, 2024. It is the Board’s intention to award two new Food Service and Retail Concession leases to the Proposers that possess the expertise, experience, creativity, and financial strength to successfully operate new restaurants and shops to provide best in class services and products to the traveling public.

Concourse C is currently being expanded to a single (upper) level concourse with nine gates. All concession locations on Concourse C will be new shell space with the exception of two existing concession locations. The concessions on Concourses A and B, which currently serve approximately sixty percent (60%) of the passengers, will be fully redeveloped by the successful Proposers. The percentages of passengers in the concourses may shift over time based on execution of terminal building development projects.

2.0 BACKGROUND AND OVERVIEW

A. Background

Spokane International Airport is located in Spokane, Washington and serves as the gateway to the Inland Northwest. The Airport is operated by the Spokane Airport Board. As the principal metropolitan area within Spokane County, Spokane is home to Gonzaga University, Eastern Washington University, Whitworth College, and two community colleges. The Airport also serves as the gateway for those destined for Washington State University and the University of Idaho.

Spokane International Airport is the second-largest airport in the State of Washington and is classified as a small hub airport, enplaning 0.05% to 0.25% of all certified air carrier enplanements in the United States. The Airport is located approximately five miles west of the center of the City of Spokane. The Airport’s annual passenger activity has almost fully achieved 2019 pre-pandemic levels, nearing four million in 2022.

Commercial air carriers that offer service from the Airport include Alaska Airlines, Allegiant Airlines, American Airlines, Delta Air Lines, Southwest Airlines, United Airlines and Sun Country Airlines (seasonal operator). Non-stop service from the Airport is currently provided to 19 U.S. destinations, as shown in Figure 2.1.



WHEN IT'S TIME TO FLY



Now Offering Nonstop Service to **19 DESTINATIONS** Throughout the U.S.



Figure 2.1 Non-stop destinations served from Spokane International airport.

B. Overview of Opportunity

This Request for Proposals (RFP) offers the opportunity to design, construct, operate, and manage food service and retail concessions at Spokane International Airport. The concession units to be included in each Concession Lease to be awarded are listed in Section 7.0 of this RFP. Proposals for less than all of the units included in each concession package will not be considered. The Board reserves the right to modify the spaces allocated at its sole discretion. While the Board intends to award two Concession Leases as a result of this RFP, it reserves the right to award one Concession Lease for both packages.

C. Concession Lease Objectives

The successful Proposers will be expected to meet or exceed the following goals and objectives of the Board throughout the term of the Concession Leases to be awarded:

- Include a variety of food service and retail concepts that reflect the modern Spokane and Inland Northwest region and offer the Airport customers quality, value for money, and product choices that vary with changing trends and customer wants and needs.
- Provide restaurant and store designs that are attractive to customers, complementary to the base building architecture, and reflective of the modern Spokane and Inland Northwest region. Price food and beverage products either at “street” or no more than “street plus 10%” prices for equivalent value (brand, quality, and product size) in the Spokane-Spokane Valley-Coeur d’Alene Metropolitan Statistical Area to ensure that the Airport users receive high quality products at fair prices and are not deterred from making purchases at the Airport.
- Provide excellent customer service so that passengers feel welcome in the stores and restaurants and are promptly served.
- Ensure that the operating hours are targeted to passenger traffic schedules, as required, while accommodating flight delays and disruptions due to weather or other events.

3.0. PRE-PROPOSAL CONFERENCE

A. Questions and Pre-Proposal Conference Schedule

A Pre-Proposal Conference for proposing companies only will be held at a time and location to be determined. The purpose of the conference will be to discuss the requirements and objectives of the food service and retail RFP, review the future terminal and concession plans, answer questions, and tour the existing concession facilities.

Prospective proposers should register to attend the Pre-Proposal Conference by returning the **Pre-Proposal Conference Registration Form** attached to this RFP as **Appendix F** by email no later than July 21, 2023 by 4:00 pm PDT. Failure to return the form does not constitute automatic disqualification from the RFP proposal process.

Proposers are encouraged to submit any questions concerning this RFP in advance of the Pre-Proposal Conference. Prospective Proposers may send questions as well as the Pre-Proposal Conference Registration Form by email to:

Ms. Amy L. Anderson
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224

Email: aanderson@spokaneairports.net

Questions submitted by any person(s) or entity(ies) that are not intended proposers will not be answered.

During the Pre-Proposal conference, representatives from the Airport will attempt to answer written questions received in advance of the conference. Any changes in the requirements of this RFP will be made by addendum to the RFP.

B. Facility Tours

Airport management staff will conduct tours of the existing food service and retail concessions as part of the Pre-Proposal conference. This will be the only guided tour of the facilities and the only opportunity for prospective Proposers to see the Terminal and concession areas within the secure areas of the facilities.

4.0 DEFINITIONS

The following definitions apply to this RFP.

Addendum - Written or graphic instrument issued prior to the Proposal Deadline that clarifies, corrects, or changes the RFP or the Concession Lease documents.

Airport – The Spokane International Airport.

Airport Concessions Disadvantaged Business Enterprise (ACDBE) – For the purposes of this RFP, an ACDBE is a small business enterprise that has been certified by the Washington State Office of Minority and Women’s Business Enterprises as an airport concession disadvantaged business enterprise as defined in 49 CFR, Part 23 and Part 26.

Chief Executive Officer - The individual designated by the Board to act as coordinator and manager of this Lease. The Chief Executive Officer may from time to time designate a representative to fulfill certain tasks associated with concession leases and solicitations.

Concession Lease - A written agreement between the Board and a Selected Proposer covering the leasing of premises located in the Terminal at Spokane International Airport for food service and retail concession operations.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Date of Beneficial Occupancy or DBO – The date Concessionaire commences full concession operations at all locations in the Premises.

Local Brand - For the purpose of this RFP, a branded concept that has a presence in (currently operates one or more locations), but little to no presence outside of the Spokane and Inland Northwest region.

Minimum Annual Guarantee - The minimum amount of rent the Proposer will pay for the privilege of renting space for the operation of food service and retail concessions at the Airport. This term is further defined in the Draft Concession Lease.

Minimum Qualifications - The minimum standards that have been established by the Board that must be satisfied by a Proposer as a precondition to further consideration of a Proposal.

National Brand - A branded concept that operates in multiple street-side units in a significant portion of the United States.

Notice of Award - The written notice by the Board to the successful Proposer stating that, upon compliance with the conditions stated therein, within the time specified, the Proposer shall be offered the right to build out and operate the proposed use in the designated Leased Premises.

Percentage Rent – Rent based on a percentage of gross receipts that the Proposer will pay under the Concession Lease. The Percentage Rent may be proposed as a single percentage that remains the same over the term of the Concession Lease or as tiered percentages that are applicable at different levels of gross receipts. This term is further defined in the Draft Concession Lease.

Pre-Proposal Conference - A meeting following the issuance of the Request for Proposals, attended exclusively by potential Proposers for the purpose of clarification of the RFP requirements and a tour of the existing concession facilities.

Proposal - The documents requested by the Board and submitted by a Proposer pursuant to the terms of this RFP.

Proposal Deadline - The latest date and time that a Proposal will be accepted by the Board in response to this RFP.

Proposal Expiration Date - The date and time a Concession Lease is fully executed by all parties or two hundred and ten (210) days after the Proposal Deadline (unless otherwise extended), whichever comes first. All Proposals submitted under this RFP shall remain effective and subject to acceptance until the Proposal Expiration Date.

Proposer - The individual or entity submitting a response to this RFP to lease space in the Airport terminal for the operation of food service and retail concessions.

Shell - Concession space that provides operators with minimum conditions for build out by a Selected Proposer.

Selected Proposer - An individual or entity selected after the evaluation process who has provided a Proposal that best meets the evaluation criteria and provides the best overall offer in the sole judgement of the Board.

Spokane Airport Board – A seven-member body appointed by Spokane County and the City of Spokane with oversight and approval authority over Airport Concession Leases.

Spokane and Inland Northwest region - The area consisting of eastern Washington, north Idaho, northwestern Montana and northeastern Oregon.

Spokane International Airport - The small hub, commercial airport located in Spokane, Washington.

Spokane-Spokane Valley-Coeur d'Alene Metropolitan Statistical Area – The area in and around the Airport as defined by the Census Bureau, including Spokane and Stevens counties.

Street Pricing “Plus” Policy - A pricing policy specifying that: 1) the prices of all food and beverage products may not exceed the average prices charged in comparable restaurants within the Spokane-Spokane Valley-Coeur d'Alene Metropolitan Statistical Area for like size and quality products to those sold, by more than ten percent (10.0%); and 2) the prices of printed material must be sold at the price listed on its cover and the prices for all other retail merchandise may not exceed the average prices charged in comparable retail locations within the Spokane-Spokane Valley-Coeur d'Alene Metropolitan Statistical Area for like size and quality products to those sold, by more than ten percent (10.0%).

Tenant Design Guidelines – Design standards as set forth in the most current version of the Tenant Design Guidelines prepared for the Spokane International Airport, to be issued at a later date and updated from time to time.

Terminal – The passenger terminal buildings located at the Airport.

5.0 GENERAL INFORMATION

The Exhibits are furnished for information purposes only and should not be construed as a guarantee of business to be generated. Data provided to prospective Proposers shall in no way relieve a Proposer from the responsibility of determining for itself the business potential of the proposed food service and retail concession program.

- Exhibit A summarizes total enplanements at the Airport from CY 2018 through CY 2022, by airline and concourse.
- Exhibit B presents the gross receipts generated by the existing food service and retail concession program at the Airport (as reported by the concessionaires), by unit and category for CY 2018 through CY 2022. It is important to note that concession units were periodically closed for business during 2020 through 2022 due to the pandemic.
- Exhibit C presents the existing airline gate assignments at the Airport.
- Exhibit D provides a plan of the existing Airport concession program showing the food service and retail concession locations.

In the Proposer's analysis of Airport activity, it is important to keep in mind that airline gate assignments and passenger activity and distribution are subject to change due to a variety of reasons, including:

- Airline relocations
- Airline strikes
- Airport construction and reconfiguration
- Changes in airline traffic

- Airport security requirements
- Economic and societal factors impacting airline travel

6.0 CONCESSION OPPORTUNITIES

A. Overview

This RFP offers the opportunity to design, construct, operate, and manage food service and retail concessions at Spokane International Airport. The Board intends to award two leases but reserves the option to award one lease. The concession units to be included in each Concession Lease are listed in Section 7.0 of this RFP. Proposals for less than all of the units included in each concession package will not be considered. The Board reserves the right to modify the spaces allocated at its sole discretion.

There is a total of 19,280 square feet of leasable food service area (including 600 square feet of vending space in Concourse C; a limited area of vending space in Concourses A/B will be established with the successful Proposer for Package 1 after award) and 8,980 square feet of leasable retail area. The concession units and desired concepts are described in **Section 7.0, Description of Concessions**.

In addition to the food service and retail locations, the Selected Proposers will be allocated support space for offices and storage in the Terminal. This space is also described in **Section 7.0, Description of Concessions**.

B. General Requirements

Award Limitations, Objectivity and Clarifications

Proposers, including any subsidiaries or affiliates, are limited to the submission of one Proposal for each package of concessions offered in this RFP.

The Board reserves the right to modify, amend, or withdraw RFP documents at any time prior to the date and time specified for receipt of Proposals.

Requests for interpretation, clarification or correction of RFP documents from proposers only should be made in writing as explained in **Section 9.0 of this RFP**. Any question or issue that necessitates changes to the RFP or the documents distributed with the RFP will be the subject of a written addendum. Any requests for interpretation, clarification or correction of the RFP documents received from any person(s) or entity(ies) that are not a proposer will not be answered.

ACDBE Participation

In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Spokane Airport Board has implemented an Airport Concessions Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate or participate in the operation of an airport concession business. An ACDBE goal of 1.0%, as measured by total estimated annual gross revenues, has been established for both the food service and retail concessions. Proposers shall take all necessary and reasonable steps to achieve this goal. It is the objective of the Board to meet the goal in the concession program at the Airport. The ACDBE percentage goal is subject to change during the term of the Concession Lease.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility requirements in 49 CFR Part 23, Subpart C. In the event that the Proposer qualifies as an ACDBE, executes the lease to be awarded, and is responsible for the operation of the concessions, the ACDBE participation level for the concession package shall be calculated based on the ACDBE share of ownership in the proposing entity.

A Proposal may be considered non-responsive to the RFP and rejected if the Proposer fails to demonstrate, to the reasonable satisfaction of the Board, as required by the ACDBE plan, that the Proposer has met or provided sufficient evidence of good faith efforts to meet the established ACDBE goal.

Any firm qualifying as an ACDBE that also meets the minimum qualifications for this solicitation is encouraged to submit a Proposal. Award of the concession opportunities will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all concession operators and suppliers, including those who qualify as an ACDBE.

Proposers shall submit information concerning the ACDBE firm(s) that will participate in this concession, including:

- Name and address of each firm
- State and date of the establishment of the business
- NAICS code for the business
- Average annual receipts over the last three years
- Federal Tax Identification number
- Copy of ACDBE certification
- Description of the relevant experience and qualifications of each ACDBE participant

ACDBE firms that are not certified prior to the Proposal due date must have submitted a complete certification application before the Proposal due date and become certified by the State

of Washington not later than the date on which Notification of Award by the Board is issued. If a Proposer will be unable to achieve the ACDBE goal stated herein, they shall provide documentation in the Proposal demonstrating that they took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The foregoing requirements with respect to ACDBE participation are not intended to force the Proposer to change its business structure.

The Board will rely upon the guidance set forth in the U.S. Department of Transportation's ACDBE and DBE programs (49 CFR Part 23) to evaluate good faith efforts.

Capital Investment, Development, and Depreciation

The Selected Proposers are responsible for the design and complete build-out of concession units. The Board will provide shell conditions, including framed demising walls between public areas and the premises (as shown in the lease outline drawings to be provided to Proposers at a later date), concrete slab flooring, unfinished ceiling (as needed), and utility access to all in-line locations for the new spaces in Concourse C. The Selected Proposers will be responsible for all demolition and build-out of units that are currently occupied in all concourses.

The Selected Proposers will plan, design, and build out, at their sole cost, the concession locations in accordance with the Tenant Design Guidelines, to be issued by the Board at a later date, and updated from time to time.

Selected Proposers shall invest a minimum of:

- \$650 per square foot for the initial build out of the food service concession locations identified in this RFP. Target completion date of the initial build out of food service concession locations shall be within 120 days after each location is made available to the Selected Proposer (and any agreed interim operating period has expired).
- \$200 per square foot for the initial build out of common food service concession seating areas identified in this RFP. Target completion date of the initial build out of common food service concession seating shall be within 120 days after each location is made available to the Selected Proposer (and any agreed interim operating period has expired).
- \$500 per square foot for the initial build-out of the retail concession locations identified in this RFP. Target completion date of the initial build out of retail concession locations shall be within 90 days after each location is made available to the Selected Proposer (and any agreed interim operating period has expired).
- \$100 per square foot for the initial build-out of vending locations identified in this RFP. Target completion date of the initial build out of vending concession locations shall be within 60 days after each location is made available to the Selected Proposer.
- No minimum investment amount is set for the build-out of support spaces identified in this RFP. The build out of the support spaces shall take place as soon as possible after

the Board turns the support space over to the Selected Proposer to ensure that these spaces are available to support the interim and temporary operations.

- These minimum investment amounts do not represent an actual expected cost to design and build out the premises in accordance with the Board’s design and construction guidelines. Typical investment costs may exceed this minimum.
- A minimum of fifteen percent (15.0%) of the Initial Investment Amount shall be invested in the Premises as the Midterm Reinvestment between the fifth (5th) and sixth (6th) full Calendar Years after the Date of Beneficial Occupancy. Said reinvestment shall be completed in accordance with the Tenant Design Guidelines and includes without limitation all refinishing, repairing, redecorating, repainting, and re-carpeting necessary to keep the Premises in a condition acceptable to the Board. At the request of the Board, such reinvestment may be used for reconcepting. Selected Proposers shall submit plans and a schedule for the Midterm Reinvestment to the Board for review and approval a minimum of one hundred twenty (120) days prior to the midpoint of the fifth year (5th) after the Date of Beneficial Occupancy.
- All costs and expenses necessary to maintain the concession locations in an attractive and inviting condition.
- No minimum investment amount is set for the cost to Selected Proposers to facilitate temporary and interim operations, as proposed to fulfill the requirements of this RFP.

Prior to construction, Selected Proposer must comply with all plan submittal requirements as outlined in the Tenant Design Guidelines and obtain Board approval of facility designs and finish materials for all Leasehold Improvements. Selected Proposer shall comply with all applicable accessibility requirements in the Americans with Disabilities Act (“ADA”) and in all other Federal, State, and Local Government laws and regulations.

Proposers must submit a completed **Appendix C**, Capital Investment Form, for each unit in the package for which a Proposal is being submitted as well as one form for the entire package. The investment amounts included in the Capital Investment Form will be binding upon the Selected Proposer and serve as the minimum investment amount to be made in the Premises. A completed Capital Investment Form will include the following information:

- Estimated costs by location for the Initial Investment and Midterm Reinvestment (separately), delineating expenses for leasehold improvements, furniture, fixtures, equipment, and design, engineering, and construction management costs.
- Estimated working capital support.
- Sources of funding.

Proposers are responsible for reviewing the information provided in this RFP and during the Pre-Proposal Conference. Proposers are responsible for understanding the location of each facility to be developed, the shell and/or existing conditions with which the Selected Proposer must work, the utilities existing or to be provided and their points of connection, and any other base building

issues that could affect the build-out of concession units. The Board shall not make any adjustments to any financial terms or build-out requirements after Concession Lease award and a failure by any Proposer to not field verify and fully understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing any of the terms of the Concession Lease to be awarded.

Depreciation

For purposes of expiration or early termination of the Concession Lease, the depreciation for Leasehold Improvements will be calculated on a straight-line basis over the initial term of the Concession Lease or 10 years, whichever is shorter, with a zero value at the end of the Concession Lease term. The Board shall not pay for or buy out unamortized improvements at the end of the Concession Lease term and in no event will the Board pay for lost business opportunities. Midterm reinvestment improvements must also be fully depreciated by the end of the initial term. Depreciated costs shall include only approved, eligible Leasehold Improvements that cannot be removed without demolition, and design and engineering costs limited to no more than twelve percent (12.0%) of the depreciated cost of the fixed improvements. The cost of inventory, smallwares, soft costs, costs of doing business, and lost profits shall not be included in the calculation of Leasehold Improvements and are not recoverable upon expiration of the Concession Lease or early termination due to default or termination for convenience by the Board.

Improvements for Existing Concession Locations

In the event Selected Proposer will be required to operate from an existing food service or retail concession location for an interim period, the Selected Proposer, if applicable, shall provide or purchase from the incumbent concessionaire the furniture, fixtures, and equipment required for the interim operations. Built-in fixtures may remain in the existing units.

C. Summary of Business Terms

Term

The term of the Concession Lease for Package 1 will be eleven (11) years beginning on the Date of Beneficial Occupancy and the term of the Concession Lease for Package 2 will be ten (10) years beginning on the Date of Beneficial Occupancy.

Minimum Annual Guarantee

The Selected Proposer will pay as rent each year the Minimum Annual Guarantee (MAG) or Percentage Rent, whichever is greater, except for the First Partial Year, First Calendar Year, and during any interim or temporary operation periods for designated units during which only Percentage Rent will be payable. One-twelfth of the MAG (or prorated MAG, as appropriate) is paid on the first of every month and any Percentage Rent due above the monthly payment of the MAG is reported and paid by the 15th of each month for the preceding month. The Board has established the MAG for the second, full calendar year of the Concession Lease, which is not negotiable.

- The MAG for Package 1 is set at \$880,000 for the Second Calendar Year of the Concession Lease.
- The MAG for Package 2 is set at \$860,000 for the Second Calendar Year of the Concession Lease.

For the third and subsequent Calendar Years of the Concession Lease, the MAG will equal eighty-five percent (85.0%) of the actual rent due and payable for the previous Calendar Year, which shall never be less than the MAG set for the Second Calendar Year of the Concession Lease. The Board will **not** renegotiate the minimum annual guarantee or Percentage Rent during the term of the Concession Lease to be awarded.

Percentage Rent

Proposers will propose Percentage Rent using the Financial Offer Form included as **Appendix B** as follows:

- For permanent units, Proposers may propose Percentage Rent that increases with sales volume, i.e., tiered rent structures. Note that the focus of the Financial Offer evaluation will be the Second Calendar Year.
- For interim and temporary units, Proposers may propose Percentage Rent that increases with sales volume, i.e., tiered rent structures.

The Board is under no obligation to accept the highest financial offer proposed.

Pricing Policy

The Board maintains a "Street Plus Pricing Policy" for the food service and retail concessions at the Airport: The prices of food and beverage and retail products sold at the Airport may not exceed the prices charged in comparable restaurants within the Spokane-Spokane Valley-Coeur d'Alene Metropolitan Statistical Area for like size and quality products, by more than ten percent (10.0%), with the exception of the prices of printed material, which must be sold at the price listed on its cover.

Additional details regarding the pricing policy may be found in the draft Concession Lease which is to be distributed at a later date.

Utilities

The Board shall provide heating and air conditioning in the Terminal to keep the Terminal at reasonable temperatures for the conduct of Airport operations. Should the Selected Proposer require additional heating or air conditioning to accommodate its activities with the Leased Premises, the additional service and necessary equipment shall be provided at the Selected Proposer's expense and included in the capital investment for Leasehold Improvements proposed

using **Appendix C**. Temperatures in the Leased Premises shall be comparable to temperatures within the Terminal.

The Board shall provide utilities as outlined in the Tenant Design Guidelines to the perimeter of the Leased Premises and the Selected Proposer shall make such connections as required and permitted by building code. At no time shall the Selected Proposer's use of the utilities supplied exceed the capacity of the systems servicing the Leased Premises. All utility availability and capacity for existing Terminal concession locations shall be field verified by the Selected Proposer.

The Selected Proposer agrees to pay for all utilities it uses, including deposits, installation costs, and service charges. No such payment of utilities shall constitute a payment of rent or credit against any other amount due under this Concession Lease. Meters for the utilities will not be provided by the Board. In the event meters are impractical, the Board shall prepare a monetary estimate of annual utility consumption, which shall be payable monthly and adjusted from time to time by the Board based on increases in utility rates.

D. Special Conditions

Airport Environment

To operate successfully in an airport environment, a Selected Proposer must meet and adjust to challenges that generally do not exist in a non-airport environment. Some of the challenges are listed below:

- Airport customers are primarily airline passengers traveling with carry-on items, including luggage. Facilities must be designed to accommodate passengers and their luggage, carry-on items, and other travel accessories, such as strollers. All facilities must be ADA-compliant as detailed in this RFP and Tenant Design Guidelines.
- Customers have a limited amount of time to spend dining and shopping and should be served quickly. This constraint must be taken into consideration when menus, ordering options, and point of sale areas and methods are developed.
- Airport concessions must be open 365 days a year, without exception, with extended operating hours. Concessionaires must provide staffing levels that reflect the peaks and fluctuations in daily passenger traffic and be prepared to extend operating hours as needed to accommodate flight delays.
- Deliveries to the Terminal must be made at designated delivery locations in accordance with Board delivery policies and times.
- Deliveries must be scheduled for hours that do not conflict with the Airport's peak traffic times.
- The Airport Terminal is a non-smoking facility.

Customer Service

Selected Proposers must accept at least three major credit/debit cards and cash for any purchase. Payment apps are also required. Remote ordering capability is strongly encouraged. Customers shall have the option of requesting “to-go” packaging for all food items sold in the food service locations at the Airport. Special consideration should be given to having prepared meals to go and all packaging and utensils for take-away items should be compostable and easily carried and unpacked to consume on an airplane. Retail concessions must offer product shipping to anywhere within the United States and, preferably, internationally. Proposer may offer boxes and gift wrapping on the secure-side store locations only.

RFP Schedule

The Board intends to generally follow the solicitation schedule shown below. The Board reserves the right to extend or change any of the dates shown at its sole discretion.

Task	Prospective Date(s)
RFP Issued	July 11, 2023
Pre-Proposal Conference	To Be Announced
Proposal Submittal	September 26, 2023

7.0 DESCRIPTION OF FOOD SERVICE AND RETAIL OPPORTUNITIES

A. Required Specifications

All food service locations must provide the following customer service elements:

- Menu items addressing all day parts (including breakfast, lunch, and dinner).
- Most food products should be available “to go” in convenient and compostable packaging.
- Menu offerings shall be of high quality and offer good value to the customers.
- Portion sizes should be reflective of price and consistent with similar off-Airport locations.
- Menus should include selections specifically oriented to and priced for children.
- Menus should include items to address dietary restrictions in a meaningful way, which should include gluten-free, vegetarian, and vegan options at a minimum.
- A majority of the menu selections should be able to be prepared in a short amount of time to accommodate the traveling passengers. Preparing and packing food items in advance, other than grab and go menu items, however, is discouraged.
- Contactless ordering and payment options, including the implementation of technology to offer non-printed/paperless receipts.
- Compostable food serviceware and consumer-facing packaging, including but not limited to utensils, straws, and to-go containers.
- All customer bags should be made from recyclable materials and/or able to be recycled.

All retail locations must provide the following customer service elements:

- Contactless ordering and payment options, including the implementation of technology to offer non-printed/paperless receipts.
- High quality product offerings.
- Good product value to customers.
- Compostable consumer-facing packaging (pre-packaged items are excluded from this requirement).
- All customer bags should be made from recyclable materials and/or able to be recycled.

B. Voluntary Specifications

Proposers are encouraged to incorporate the following voluntary elements into their operations to the greatest extent possible:

- Organic agricultural products from the Washington region.
- Organic or all-natural meat from animals treated humanely and without hormones or antibiotics.
- rBST-free cheese, milk, yogurt, and butter.
- Cage-free, antibiotic-free eggs.
- Sustainable seafood.
- Fairly traded organic coffee.
- Products free of hydrogenated oils.
- Products free of artificial colors, flavors, and additives.
- Unbleached paper products.
- Compostable, bio-resin bottles or paper boxes for bottled water.
- Low or non-phosphate detergents.
- Agricultural products that have not been genetically modified.

C. Concept Descriptions and Package Opportunities

The following are the minimum requirements that the Selected Proposer must provide in each location. Proposers should consider proposing facility concepts and product lines, including Local Brands and National Brands that exceed these minimum requirements.

The concession opportunities being offered through this RFP are for food service and retail units as summarized in Section C.1, Description of Package 1 Food Service and Retail Concession Opportunities, and Section C.2, Description of Package 2 Food Service and Retail Concession Opportunities.

Proposers should provide concepts that meet or exceed the proposed descriptions as provided in this RFP. Deviations from these concepts will not be accepted. Proposers should consider the Board's desire for meaningful local, regional, and nationally recognized brands. Proposers

should acknowledge the Washington State liquor laws and confirm that the proposed concepts and menus comply with those laws.

C.1 Package 1 Opportunity

The concessions included in Package 1 are in Concourses A, B, C and the Rotunda of Spokane International Airport. There are approximately 12,987 square feet of leasable food service and retail space included in this opportunity.

Package 1			
Lease Term: 11 years			
Calendar Year 2 Minimum Annual Guarantee: \$880,000			
Minimum Initial Investment: Food Service Units - \$650 per Sq. Ft. Retail Units - \$500 per Sq. Ft. Vending - \$100 per Sq. Ft. Seating - \$200 per Sq. Ft.			
Minimum Midterm Reinvestment: 15% of Initial Investment Amount			
ACDBE Goal: 1.0%			
Unit No.	Approximate Sq. Ft.	Desired Concept and Menu	Target Occupancy Date
A-204	1,200	<p>Bar with Food. Restaurant with a contemporary or themed menu and dining environment, featuring local products and brands. The menu should include a variety of entrees, burgers or other hot sandwiches, salads, appetizers, and desserts. A full-service bar must be available, featuring locally-brewed beer, cocktails, and a selection of wines, including Washington state wines. In addition to the food services on the premises, freshly-prepared, pre-packaged food must also be available for grab-and-go purchases.</p> <p><i>Non-Permitted Items: candy and gum; merchandise not associated with the brand; vending machines.</i></p>	2/1/2024
R-212	1,478	<p>Gift Shop. Products should include a variety of gift items, such as local products, small home goods, stationery, specialty food items (including local candy products), apparel, and fashion jewelry and accessories.</p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines; typical convenience retail products; made-to-order food and beverages.</i></p>	2/1/2024
R-214a	1,097	<p>Gourmet Market with Coffee. Gourmet market featuring freshly-prepared, high quality gourmet food and beverage products, including local brands. Products may include, but not be limited to baked goods, fresh produce, healthy snack items, smoothies, juices, yogurts, hot and cold cereals, cheese, olives, and bread; and freshly-prepared sandwiches, pastas, salads, entrees, wraps; and/or other items that can be found in distinctive gourmet markets. The market should feature local brands, such as bakeries, juice/smoothie shops,</p>	2/1/2024

		<p>and/or other snack/prepared food brands. A selection of prepared entrees, that can be heated and ready to eat (such as a slice of lasagna) or packaged for later consumption, should also be available for customers to take-out. This unit may offer local specialty food products, such as candy, honey, or gourmet nuts that passengers may purchase to consume or as a gift. The unit must contain a full-service coffee bar, featuring locally or nationally branded gourmet coffee and tea beverages. This unit may also include a wine bar (coffee bar could sell wine in afternoon/evenings). <i>Please note that this is a food service location.</i></p> <p><i>Non-Permitted Items: typical newsstand merchandise; vending machines; non-food gift shop items.</i></p>	
R-214b	263	<p>Food Service Seating. Food service seating serving unit R-214a Gourmet Market with Coffee. Electronic charging capabilities should be included within the seating area, if possible.</p> <p><i>Non-Permitted Items: vending machines or other mechanical devices selling products.</i></p>	2/1/2024
R-217	330	<p>Gourmet Coffee. Local or national brand gourmet coffee concept with offerings that include freshly-brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, yogurts, fruit, and baked goods should be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, bagels, fruit, and yogurt must be provided.</p> <p><i>Non-Permitted Items: alcoholic beverages; merchandise not associated with the brand; vending machines.</i></p>	2/1/2024
R-217S	1,145	<p>Food Service Seating. Food service seating serving the R-217 gourmet coffee unit. A variety of seating options should be included, such as two-top, four-top, and lounge seating with electronic charging capabilities. This seating area must also accommodate the queuing for unit R-217.</p> <p><i>Non-Permitted Items: vending machines or other mechanical devices selling products.</i></p>	2/1/2024
C-25	776	<p>Convenience Retail. Products should include typical travel essentials, including sundries; health and beauty aids; travel and business accessories; magazines, books, and newspapers; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks. A limited amount of freshly-prepared, grab-and-go food service items may also be offered.</p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines; cigarettes, e-cigarettes, and any vaping devices or paraphernalia; made-to-order food.</i></p>	2/1/2024
CC-02-1400	2,218	<p>Fast Casual Mexican Restaurant with Bar. Local or national brand fast casual restaurant specializing in high quality, made-to-</p>	TBD

		order Mexican cuisine; including, but not limited to bowls, burritos, tacos, and salads. Restaurant must offer side dishes, soft drinks, and water. A full-service bar must be offered, featuring locally brewed beers, cocktails, and a good selection of wines, including Washington state wines. Seating within the restaurant should be maximized. Window overlooking airfield must not be blocked. <i>Non-Permitted Items: vending machines; typical newsstand items; merchandise not associated with the brand.</i>	
CC-02-1405a	980	Quick Service Restaurant – Deli and Salads. Local or national brand quick service restaurant specializing in high quality, made-to-order sandwiches, wraps, salads, and soups. Restaurant must offer side dishes and cold canned and bottled beverages, including juice and water. <i>Non-Permitted Items: alcoholic beverages; vending machines; typical newsstand items; merchandise not associated with the brand.</i>	TBD
CC-02-1410	700	Newsstand. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories; magazines, books, and newspapers; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks. <i>Non-Permitted Items: alcoholic beverages; vending machines; gift items; cigarettes, e-cigarettes, and any vaping devices or paraphernalia; made-to-order food and beverages.</i>	TBD
CC-02-1210	2,200	Bistro with Bar and Takeout. Local or national brand bistro concept offering breakfast, lunch, and dinner. All menu items should be available for convenient takeout. A full-service bar must be available featuring locally brewed beers, cocktails, and a good selection of wines, including Washington state wines. <i>Non-Permitted Items: candy and gum; any merchandise not associated with the brand; vending machines; pre-packaged food items.</i>	TBD
Vending	600	Airport Vending. A variety of vending options should be proposed that may include freshly-prepared and pre-packaged food products, hot food items, single-serving snacks, dessert offerings, and hot and cold beverages. Unit Numbers: TBD	TBD
Total Space	12,987		

Interim and Temporary Locations			
Unit No.	Approximate Sq. Ft.	Desired Concept and Menu	Target Occupancy Date
R-219-I	200	Temporary Snack Food Service. Food service unit offering snacks that are conveniently packaged or pre-packaged for take-out. A	2/1/2024

		variety of foods should be offered, including several options for healthy snacks and snacks that meet a variety of dietary needs.	
R-217-I	330	Interim Gourmet Coffee. Gourmet coffee concept with offerings that include freshly brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, yogurts, fruit, bagels, and baked goods should be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches and oatmeal should be provided.	2/1/2024
R-217S-I	1,145	Interim Food Service Seating. Food service seating serving unit R-217-I Interim Gourmet Coffee. Area should include a variety of seating types and accommodate unit R-217-I's queuing space.	2/1/2024
C-271	958	Interim Newsstand. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories; magazines, books, and newspapers; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.	2/1/2024
C-275 and C-290	1,690	Interim Bar with Food. Menu should include breakfast, lunch, and dinner items, including but not limited to hot and cold sandwiches, salads, appetizers, entrees, and desserts. The unit should have a full-service bar with beer, cocktails, and a selection of wines. Seating space must be accommodated within the lease line.	2/1/2024
C-288	562	Interim Gourmet Coffee. Gourmet coffee concept with offerings that include freshly brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, yogurts, fruit, bagels, and baked goods should be available for carry-out in convenient packaging. Breakfast options such as hot breakfast sandwiches and oatmeal should be provided.	2/1/2024
C-306 (Future CC-02-1210)	2,200	Interim Coffee and Bar with Food. Menu should include breakfast, lunch, and dinner items, including but not limited to hot and cold sandwiches, salads, appetizers, entrees, and desserts. The unit should serve freshly brewed hot and cold coffee and tea drinks, cold bottled water, juice, and soft drinks; expedited coffee and tea service must be provided throughout the morning. Full bar service must be provided, including beer, cocktails, and a selection of wines. Seating space must be accommodated within the lease line.	2/1/2024
C-308	328	Interim Newsstand. Products should include travel essentials, including sundries; health and beauty aids; newspapers and magazines; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.	2/1/2024
Target Interim Operating Dates			
Start	End	Units	
February 2024	July 2024	C-271, C-275 and C-290, C-288, C-306, C-308	2/1/2024
February 2024	November 2024	R-217-I, R-217S-I	2/1/2024
May 2024	November 2024	R-219-I	2/1/2024

Support Space	
Lease Term: 11 years	
Minimum Initial Investment: Not Applicable	
Unit No.	Approximate Sq. Ft.
A-118 + A-120	810
B-119 + B-121	390

C.2 Package 2 Opportunities

The concessions included in Package 2 are in Concourses A, B, C and the Rotunda of Spokane International Airport. There are approximately 14,000 square feet of leasable food service and retail space included in this opportunity.

Package 2			
Lease Term: 10 years			
Calendar Year 2 Minimum Annual Guarantee: \$860,000			
Minimum Initial Investment: Food Units - \$650 per Sq. Ft. Retail Units - \$500 per Sq. Ft. Seating - \$200 per Sq. Ft.			
Minimum Midterm Reinvestment: 15% of Initial Investment Amount			
ACDBE Goal: 1.0%			
Unit No.	Approximate Sq. Ft.	Desired Concept and Menu	Target Occupancy Date
T-200 Pre-Security	948 <i>[Proposer may downsize to approximately 600 sq. ft.]</i>	Newsstand with Coffee. Convenience retail newsstand with a coffee component. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories and electronics; magazines, books, and newspapers; single-serving packaged snacks and candy; a limited selection of local souvenirs; and cold bottled water, juice, and soft drinks. The coffee component should offer freshly brewed hot and cold coffee and tea drinks and a selection of pre-packaged foods, such as baked goods, sandwiches, salads, wraps, yogurt, fruit, and oatmeal. <i>Non-Permitted Items: alcoholic beverages; coffee from a vending machine; cigarettes, e-cigarettes, and any vaping devices or paraphernalia.</i>	2/1/2024
B-204a Concourse B	1,046	Bar with Food. Restaurant with a contemporary or themed menu and dining environment, featuring local products. The menu should include a variety of entrees, burgers, or other hot sandwiches; salads, snacks, and appetizers; and desserts. A full-service bar must be available, featuring locally-brewed beer, craft cocktails, and a good selection of wines, including Washington state wines. Freshly-	2/1/2024

		<p>made, pre-wrapped sandwiches and salads should also be offered for grab-and-go service. Breakfast service should be offered in the morning, including coffee and tea, as well as breakfast options, such as breakfast sandwiches, fruit, oatmeal, and branded yogurt cups.</p> <p><i>Non-Permitted Items: candy and gum; merchandise not associated with the brand; vending machines.</i></p>	
B-204b Concourse B	375	<p>Newsstand. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories; magazines, books, and newspapers; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.</p> <p><i>Non-Permitted Items: alcoholic beverages; vending machines; cigarettes, e-cigarettes, and any vaping devices or paraphernalia; made-to-order food and beverages.</i></p>	2/1/2024
R-207 R-209 R-211 R-213 A/B Rotunda	3,856	<p>Food Hall and Diner. The food hall and diner must include the following minimum requirements:</p> <ol style="list-style-type: none"> 1. A local diner with a bar in a space of not less than 1,700 square feet. The diner must serve breakfast (all-day breakfast preferred), lunch, and dinner and have a full-service bar serving locally-brewed beer, cocktails, and a selection of wines, including Washington state wines. The diner must also serve freshly brewed hot and cold coffee and tea beverages. Seating must be included within the proposed diner space. During interim operations, this unit must include enhanced coffee service to fulfill the customer demand during the morning hours, 2. A local or national brand quick service burger or chicken restaurant specializing in made-to-order, high-quality burgers (100 percent fresh ground beef hamburgers) or chicken and other hot sandwiches. Restaurant should also offer French fries, salads, and other side dishes; shakes; soft drinks; and water. The size and configuration of the proposed restaurant must be within the Food Hall/Diner lease line and must accommodate queuing. 3. A local brand bowl-focused concept specializing in high quality, made-to-order cuisine, including but not limited to bowls, salads, and sandwiches/wraps. Restaurant must also offer side dishes, desserts, soft drinks, and water. The size and configuration of the restaurant must be proposed within the Food Hall/Diner lease line and must accommodate queuing. <p>Proposer is invited to prepare a contemporary, attractive, creative and efficient design for the layout of the Food Hall and Diner. The allocation of the existing restaurant and support space to the required concepts and support space is to be proposed, but must meet the minimum requirements stated above.</p>	2/1/2024

		<i>Non-Permitted Items: vending machines; merchandise not associated with the respective brands; typical convenience retail items.</i>	
R-215 A/B Rotunda	1,595	Food Service Seating. A variety of seating options must be provided, including counter, two-top, and four-top table options, for passengers to dine, work, and relax. Charging ports/outlets should be included. <i>Non-Permitted Items: food, beverage, and retail items for purchase; vending machines or other mechanical devices selling products.</i>	2/1/2024
R-216 A/B Rotunda	1,244	News and Bookstore. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks. This unit should also have a significant book section, featuring best-sellers, latest releases, and other reading material. <i>Non-Permitted Items: alcoholic beverages; vending machines; cigarettes, e-cigarettes, and any vaping devices or paraphernalia; made-to-order or grab-and-go food.</i>	2/1/2024
CC-02-1405b	980	Gift Shop. Products should include a variety of offerings, such as accessories, small home goods, stationery, local products, apparel, novelty gifts, specialty food items, and toys and games. <i>Non-Permitted Items: alcoholic beverages (except for Washington State wines by the bottle); vending machines; typical convenience retail products; made-to-order food and beverages.</i>	TBD
CC-02-1205	1,000	Gourmet Coffee. Local or national brand gourmet coffee concept with offerings that include freshly brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, yogurts, fruit, and baked goods should be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, bagels, fruit, and yogurt must be provided. Queuing must be accommodated within the lease line. <i>Non-Permitted Items: alcoholic beverages; merchandise not associated with the brand; vending machines.</i>	TBD
CC-02-1130	1,750	Bar with Food. Restaurant with a local, contemporary, or themed menu and dining environment. The menu should include a variety of entrees, burgers, and/or other hot sandwiches; salads and appetizers; and desserts. A full-service bar must be available, featuring locally-brewed beer, craft cocktails, and a good selection of Washington state wines. Seating should be maximized. <i>Non-Permitted Items: candy and gum; merchandise not associated with the brand; vending machines; pre-packaged food.</i>	TBD

CC-02-1010	830	<p>Newsstand. Products should include travel essentials, including sundries; health and beauty aids; travel and business accessories; magazines, books, and newspapers; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks. A selection of pre-packaged food items, such as sandwiches, wraps, yogurt, and fruit may be offered.</p> <p><i>Non-Permitted Items.</i> Alcoholic beverages; vending machines; cigarettes, e-cigarettes, and any vaping devices or paraphernalia; made-to-order food and beverages.</p>	TBD
Total Space	13,276		

Interim Locations			
Unit No.	Sq. Ft.	Interim Concepts and Specifications	Target Occupancy Date
T-200-I	948 <i>[Proposer may downsize to approximately 600 sq. ft.]</i>	Interim Newsstand with Coffee. Products may include newspapers, magazines, and books; sundries; health and beauty aids; travel and business accessories; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks. A selection of pre-packaged food items, such as sandwiches, wraps, yogurt and fruit may be offered. Unit should also serve freshly-brewed, hot and cold coffee and tea beverages and a selection of baked goods.	2/1/2024
R-216-I	1,244	Interim Newsstand. Products may include newspapers, magazines, and books; sundries; health and beauty aids; travel and business accessories; single-serving packaged snacks and candy; and cold bottled water, juice, sandwiches, wraps, yogurt, and fruit may be offered.	2/1/2024
R-216-T	100	Interim Newsstand. When R-216-I closes for tenant improvements, R-216-T must open in front of the space as a temporary news wall. Products may include newspapers and magazines; sundries; single-serving packaged snacks and candy; and cold bottled water, juice, and soft drinks.	2/1/2024
R-207-I	1,840	Interim Bar with Food. Menu should include breakfast, lunch, and dinner items, including but not limited to hot and cold sandwiches, salads, burgers, appetizers, entrees, and desserts. Full bar service must be provided, including beer, cocktails, and a selection of wines. Seating space must be accommodated within the lease lines.	2/1/2024
R-209-I R-211-I	1,141	Interim Quick Service – Burger. Quick service burger restaurant offering hamburgers and other hot sandwiches. Restaurant should also offer French fries, salads, and other side dishes; shakes; soft drinks; and water.	2/1/2024

R-213-I	875	Interim Quick Service – Sandwich. Quick service restaurant offering hot and cold made-to-order, high quality sandwiches. Restaurant should also offer chips salads, and other side dishes; desserts; soft drinks; and water.	2/1/2024
R-215-I	1,595	Interim Food Service Seating. Seating should be maintained throughout the interim period to serve the quick service restaurant customers.	2/1/2024
Target Interim Operating Dates			
Start	End	Units	
February 2024	July 2024	R-207-I, R-209-I, R-211-I, R-213-I, R-215-I	2/1/2024
February 2024	August 2024	R-216-I	2/1/2024
February 2024	January 2025	T-200-I	2/1/2024
August 2024	November 2024	R-216-T	2/1/2024

Support Space		
Lease Term: 10 years		
Minimum Initial Investment: None		
Unit No.	Sq. Ft.	Additional Considerations
R-205	2,853	Food Hall and Diner Support Space. A portion of this support space may be added to the front-of-house food hall space at the Proposer’s discretion. Any space transitioned from support space to unit area must be improved at the minimum investment per square foot designated for food service concessions. Design of the entire food hall should be proposed.
R-218	210	
B-212	285	
B-132 + B-134	210	

The food service and retail unit lease outline drawings that will be included in Packages 1 and 2 will be provided to the Proposers.

The Selected Proposers may be able to lease additional storage and office space at the office/storage rental rates that are effective at the time the Agreement commences. The rental rates for calendar year 2023 are \$63.02 per square foot per annum for class 1 space and \$47.27 per square foot per annum for class II space. Rates are subject to annual adjustment on January 1, 2024 and on January 1st each year thereafter, based on annual operating costs of the terminal complex.

D. Hours of Operation

The Selected Proposers shall operate the leased concession locations at the Airport in accordance with the flight schedules. Concessions shall operate a minimum of fifteen (15) hours per day, generally opening approximately sixty (60) minutes prior to the first departure time in the morning, and remaining open until the last flight departs each day (or until the majority of passengers depart the concourse on which the concession is located). The minimum hours of operation will be set by the Airport CEO based on the flight schedules on each concourse. For the hours of operation in the A/B Rotunda, the flights on both Concourses A and B shall be considered. Weather and other delays should be accommodated, regardless of the set hours of operation. The pre-security concession locations shall generally remain open until the last flight on their respective concourse(s) arrive or as otherwise set by the Airport CEO. Additionally, the Airport CEO may require one location on each concourse to remain open on a 24-hour basis (Concourses A and B would be considered one concourse for this purpose).

Figure 7.1 and Figure 7.2 show the daily departures and arrivals by time interval for a sample day in June 2023 for Concourses A/B and Concourse C, respectively.

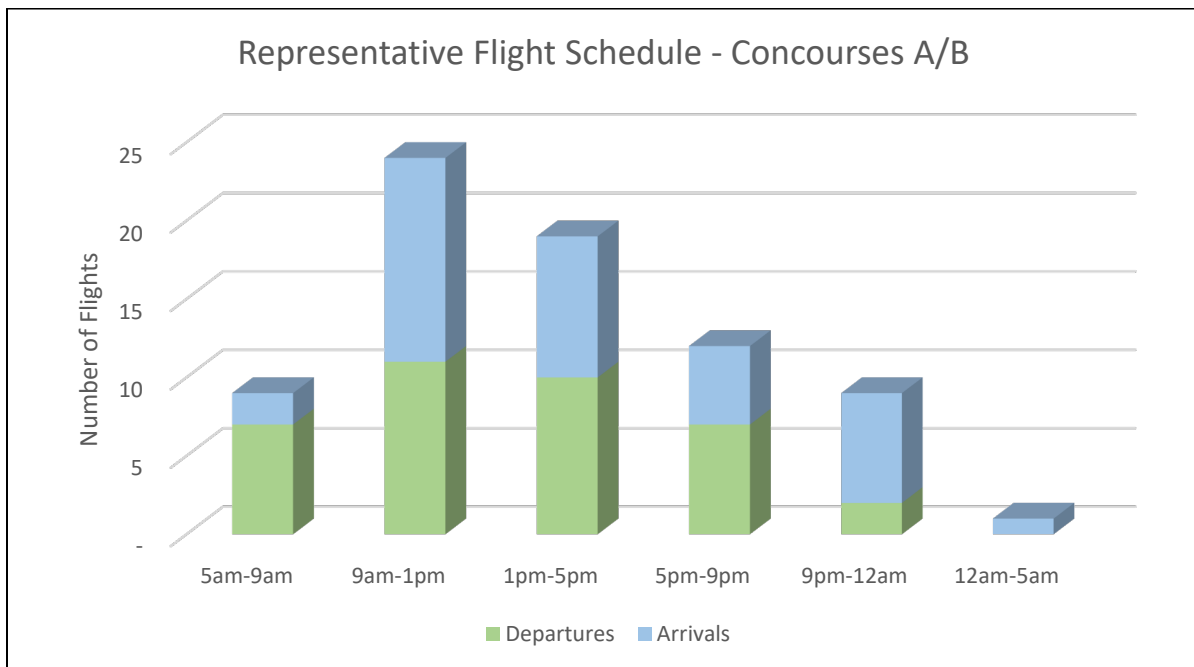


Figure 7.1 Concourses A/B representative departures and arrivals, June 2023

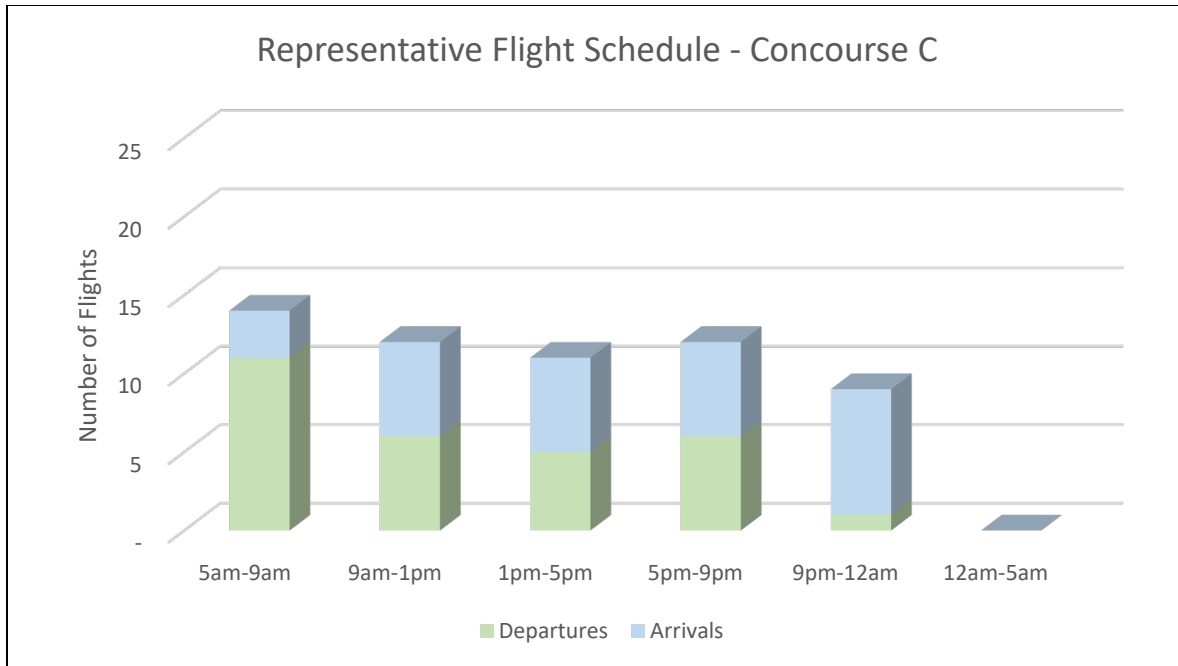


Figure 7.2 Concourse C representative departures and arrivals, June 2023

8.0 GENERAL INFORMATION

Consideration

To have a Proposal considered by the Board, Proposers must provide all information required under the terms of this RFP. Proposers should review the following instructions carefully prior to preparing and submitting a Proposal.

The Board reserves the right to negotiate with one or more Proposers prior to final selection of a Proposal. Notwithstanding the Board's election to negotiate with one or more Proposers, all Proposals shall remain in effect and subject to selection by the Board until the Proposal Expiration Date. By submission of its Proposal, the Proposer agrees that, if it is a Selected Proposer, it shall enter into a Concession Lease that includes Board approved details regarding the financial offer, capital investment, staffing, management, and specific concepts and brands as expressly set forth in its Proposal as submitted or as thereafter negotiated by the Board prior to award of the Concession Lease.

Any Concession Lease arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Board, its officers, employees, or agents unless and until it is approved by the Board, and then duly executed by the Airport CEO.

Information contained in the RFP documents is for information purposes only. The Board does not warrant the accuracy of such information and any use thereof without independent verification is solely at the risk of Proposers.

The Board reserves the right to postpone the Proposal submittal due date or to withdraw and/or amend this RFP, or portions of this RFP, at any time.

Irregularities

A Proposal will be considered irregular and may be rejected if it is improperly executed or fails to satisfy the submittal requirements set forth herein. Notwithstanding the foregoing, the Board reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

- The Board will not consider any Proposal that does not conform in all material respects to the terms of this RFP, including an express commitment by the Proposer to execute the Concession Lease.

The Board reserves the right to request clarification of and/or independently verify information submitted in any Proposal, to require additional information from any Proposer, or to reject any or all Proposals for any reason and to re-advertise or postpone the RFP process for the Concession Lease.

Public Document

Proposals will be considered public records. As a public agency, the Board is subject to the Washington State Public Records Act, Chapter 42.56, Revised Code of Washington (RCW). As such, the Board may be required to disclose information provided in proposals. A Proposer must clearly designate any information submitted with a Proposal that it claims is not subject to disclosure as a public record in accordance with the Washington State Public Records Act, Chapter 42.56, RCW. In any event, the Board shall have no liability for inadvertent or mandated disclosure of information submitted with a Proposal.

Execution

Proposals shall be executed in the name of the entity actually proposing to perform under the Concession Lease. The Proposal and Financial Offer shall bear the signature of an officer authorized to sign for the entity, and the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal. In the event the Proposer is a newly-formed entity other than a partnership or joint venture, the parent company of the Proposer must sign the Proposal and agree to sign the Concession Lease, if awarded.

Contact Information

The mailing address, telephone number, and email address of the Proposer shall be typed or printed on the first page of the Proposal.

A. Proposal shall be sealed in an envelope and submitted to the Board addressed as follows:

Ms. Amy L. Anderson
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224

The name of the Proposer and the package notation “Concession Package 1” or “Concession Package 2”, as appropriate, shall be clearly typed or printed on the outside of the envelope in which the Proposal is submitted. The Board will receive proposals at the above address until the Deadline of 2:00 p.m., Pacific Time, September 26, 2023. Any Proposal received after the Deadline may be returned unopened. The Board reserves the right to reschedule the Deadline for Proposal submission.

No Proposal may be withdrawn after it has been submitted to the Board unless the Proposer so requests in writing and the request is received by the Properties and Contracts Manager before the Proposal Deadline. Submission of a Proposal under this RFP shall constitute an agreement

by the Proposer that the Proposal will remain a valid offer subject to acceptance for two hundred and ten (210) days after the Proposal Deadline.

9.0 INSTRUCTIONS TO PROPOSERS

A. Communication, Questions, and Requests for Clarification

From the date this RFP is issued until the date the Concession Lease is awarded and executed, Proposer, or any authorized agent of the Proposer, shall not communicate with any Airport employee or Board member about the RFP, Proposal, or Proposal process except through the question-and-answer provisions contained herein. Proposer may only communicate with persons who are designated in this Proposal to receive communications regarding the RFP, Concession Lease, or related issues. All forms of communication (outside of the Pre-Proposal Conference, Airport tour, question and answer period, and interviews) are prohibited, including, but not limited to verbal, written, and electronic forms of communication. Any communications, questions and/or requests for clarification received from any person(s) or entity(ies) that are not Proposers will not be answered.

The designated point of contact for this RFP is:

Ms. Amy L. Anderson
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: aanderson@spokaneairports.net

Other than during the Pre-Proposal Conference, the Board shall not be required to provide to any prospective Proposer oral interpretations as to the meaning or consequence of any material portion of the RFP documents. Requests for interpretation, clarification or correction of RFP documents, forms, or other material in the RFP documents should be made in writing during the question and answer period. Responses will be provided by the Board in writing. Questions or issues raised at the Pre-Proposal Conference or during the question and answer period, which, in the Board's discretion, necessitate changes to the RFP documents, will be the subject of an addendum to these RFP documents at the conclusion of the question period. It is the responsibility of each Proposer to ensure that it has received and reviewed any and all such response(s) or addenda. Questions and requests for clarification shall be made via email prior to RFP question deadline to:

Ms. Amy L. Anderson
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: aanderson@spokaneairports.net

Responses to questions and requests for clarification or interpretation of the RFP will be made in writing and issued in an addendum to this RFP. Any addenda so issued are to be acknowledged using the form in **Appendix E** and considered a part of this RFP.

B. Minimum Qualifications

To be considered for a Concession Lease, Proposers must demonstrate that they meet the following minimum requirements and have the necessary experience, capital, and resources to fulfill the Concession Lease requirements and sustain the business operation throughout the Concession Lease term. It will be the Board's sole discretion to judge a Proposer's qualifications.

- A Proposer that desires to be considered for a Concession Lease that includes food service locations must have a minimum of three (3) years of successful and relevant experience in the last five years (2018-2022) in the marketing, development, operation, and management of restaurants at commercial service airports, transportation facilities, shopping centers, or downtown areas. Such food service operations must be of a similar or larger size and scope to those being proposed for the Airport in terms of square footage and sales volume.
- A Proposer that desires to be considered for a Concession Lease that includes retail locations must have a minimum of three (3) years of successful and relevant experience in the last five years (2018-2022) in the marketing, development, operation, and management of retail locations at commercial service airports, transportation facilities, shopping centers, or downtown areas. Such retail operations must be of a similar or larger size and scope to those being proposed for the Airport in terms of square footage and sales volume.
- A Proposer, or an entity comprising Proposer, such as a joint venture partner or subconcessionaire, that submits a Proposal(s) must be in good standing with regard to any prior agreements or indebtedness with the Board. Any existing past due debt, litigation or other dispute(s), or failure to fulfill the previous provisions of any prior agreement with the Board may be a cause for rejection of the Proposal(s) and disqualification of the Proposer.
- If Proposer is a newly-formed subsidiary of a corporation, the parent company of the proposing entity shall be responsible for the subsidiary and any Concession Lease to be awarded, and must meet the minimum qualifications and experience requirements in this Section 7.B and present evidence of that experience in the Proposal.
- If Proposer is a partnership or joint venture formed for the purpose of responding to this RFP, a single partner owning at least fifty-one percent 51% of the partnership or joint venture responsible for the operation of the concession locations pursuant to the Concession Lease to be awarded must meet the minimum qualifications and experience requirements in this Section 7.B and present evidence of that experience in the Proposal.

- A subconcessionaire included in a Proposal must have a minimum of three (3) years of successful and relevant experience in the last five years (2018-2022) in the marketing, development, operation, and management of retail or food service locations at commercial service airports, transportation facilities, shopping centers, or downtown areas. Such retail or food service operations must be of a similar or larger size and scope to those for which the subconcessionaire is being proposed to operate at the Airport in terms of square footage and sales volume.

Proposals not meeting the submittal requirements set forth in this RFP may be considered non-responsive and may be excluded from consideration in the selection process at the sole discretion of the Board.

10.0. PROPOSAL FORMAT

A Proposal submitted in response to this RFP shall consist of the documents and sections set forth below. A set of tabs to identify each part of the Proposal shall be inserted to facilitate quick reference. Each section of the Proposal must be clearly labeled as set forth below and **must be presented in the order shown below**.

Proposer shall submit one (1) hard copy original signed by an authorized official and an electronic portable document format (PDF) copy on a USB flash drive in accordance with the following details.

Hard Copy: Proposals must be typewritten on single-sided, white 8 ½” x 11” paper (100% recycled) with a minimum font size of 11 for narrative text. Pages must be in portrait format in a three-ring binder with tabs identifying all required sections. Drawings, renderings, and plans may be printed on ledger size (11” x 17”) pages (100% recycled) that can be folded to fit in the binder. Proposals must not contain more than 160 pages, including all background and experience; menus; product lists; drawings and concept descriptions, etc. Pages that exceed the 160-page limit will not be reviewed or evaluated. Proposal forms and exhibits, financial statements, pro formas, franchise and license authorization letters, resumes, and articles of incorporation do not count toward the page limit.

Electronic Copy: The electronic copy of the Proposal must have all sections combined into a **single** electronic file that is a **word-searchable PDF file**, may be no larger than 300 MB, and must have each of the tabbed sections noted in the PDF file. Any other forms of proposals will not be considered. The PDF file must be located on a flash drive and attached to the original hard copy proposal. The flash drive should also contain the pro forma in Excel format.

A. Cover Letter, Covenant to Execute Lease, and Proposal Checklist

Proposer shall submit a cover letter of no more than two pages stating the following:

- Name in which the Proposer would enter into the Concession Lease.

- Identification of the RFP that is the subject of the Proposal and the Package on which the Proposer is submitting (Package 1 or Package 2).
- Proposer’s contact name, telephone number, address, and email address.
- Entities comprising the Proposer, if more than one, including any ACDBEs.
- Statement that the Proposer shall execute a Concession Lease which may include the financial offer, capital investment, and specific concepts and brands.
- Documentation that the Proposer has registered with the Washington Secretary of State and a statement that upon receipt of a notice of intent to award from the Board that Proposer shall apply for and obtain a business license with the Washington State Department of Revenue.
- Other general information that the Proposer desires to include as an introduction to the Proposal.

Attach Proposal Checklist included in **Appendix A** after the cover letter.

B. Proposer’s Background, Experience, and Financial Capability

Proposer shall include the following information in the Proposal in the order in which it is listed.

Proposing Organization

- Description of proposing organization (i.e., corporation, LLC, partnership, joint venture, or sole proprietorship) along with the following information depending on the organization structure:

If a corporation, attach the Articles of Incorporation, and list the names, addresses and shares of all persons or entities owning ten percent (10%) or more of the Proposer's voting stock.
If an LLC, attach the Articles of Organization and list the name and address of each member.
If a partnership, attach a copy of the Partnership Agreement, and list the name, address and share of each partner.
If a joint venture, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Washington and where, and list the name, address and share of each joint venturer.
If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, social security number, and state whether registered or authorized to do business in Washington.

Organization Background and Experience

- Include a brief history of the company(ies). Note any changes in company name(s) and ownership structure(s) and any other names under which the company(ies) has been doing business. Describe current operations as they exist today including, at a minimum, the number of locations where the company does business, number of contracts/leases held, sales volume, and number of stores and/or restaurants operated.
- Provide descriptions of between five (5) and ten (10) of the organization's operations most relevant to those being proposed. For these relevant operations, list the square footage occupied, gross sales for the last four years (2019-2022) split between food service and retail (if applicable), enplanements for those years (if an airport property), average sales per transaction, minimum annual guarantee obligations, percentage rent obligations, actual rent paid, term of lease (including commencement and expiration dates), capital investment (broken down into initial buildout and refurbishments, if applicable) and photographs (if available). Also provide the names, addresses, emails, and telephone numbers of the landlords or property managers for each of these operations.
- Provide the name, location and date of any of the Proposer's leases that have been terminated either voluntarily or involuntarily, within the past five (5) years. Provide an explanation of the reason(s) for termination and a contact name, email address, and telephone number for the landlord.
- List any contracts or leases awarded to the Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) that was not fulfilled and/or accepted and the reason(s) for the lack of fulfillment or non-acceptance.
- List any leases or contracts awarded in the last four years (2019-2022) for which the Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) has outstanding capital investment obligations. For each lease or contract, include the location, date of award, total capital investment planned/proposed, capital investment obligation outstanding, and the anticipated date on which the Proposer expects to fulfill the obligation.
- List any judgments or lawsuits currently pending against the Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) or any lawsuit filed against or judgment offered against Proposer within the last ten (10) years. Also list any lawsuits filed by Proposer (including any entity comprising Proposer, any affiliate of Proposer, or any company of Proposer doing business under a different name) in the last ten (10) years.

- List any affiliate of Proposer engaged in similar business activities and any corporation with a direct or controlling interest in the Proposer, and any subsidiary corporation in which the Proposer has a controlling interest and any affiliates thereof.

Financial Capability

Proposers shall submit (electronically only) the following historical financial information for the proposing entity and any joint venture or affiliate entities (including any subconcessionaires and and/or ACDBEs):

- **Partnerships/Individuals:** Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements. The two (2) most recently completed IRS tax returns.
- **Public Corporations:** Previous two year's annual report for the proposing entity.
- **Private Corporations:** Previous two-year's CPA-prepared and compiled financial statements.
- **Newly-formed Organizations:** In addition to meeting the above requirements by type of organization, for newly-formed organizations the Proposer must include a certified statement of the names of the officers of the organization to be formed, the principal occupation of all members of new organization's Board, and certified statements of the net worth of the prime participants in the organization.

In addition, Proposers shall provide the following information:

- A statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- Names, addresses, emails, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

The Board reserves the right to request additional financial information from any Proposer. If a Proposer submits financial statements for a parent company and is thereafter awarded a Concession Lease, the parent company shall be required to also execute the Concession Lease such that it is bound jointly with the Proposer/subsidiary to the obligations of the Concession Lease. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concession Lease to be awarded.

C. Concept Development

Proposer shall submit the following information in sufficient detail to clearly define the proposed concepts and to allow them to be distinguished from those of other Proposers. Proposers should propose concepts that meet the goals and objectives of the Board as follows:

- Create a positive customer experience that is reflective of the modern Spokane and Inland Northwest region.
- Offer a variety of brands and concepts that will have broad customer appeal.
- Optimize financial returns to the Board.
- Enhance opportunities for participation by local, small, and disadvantaged businesses.

Include the following for the proposed food service concepts and menus, which shall meet the minimum requirements described in **Section 7.0, Description of Concessions**.

- Specific concept descriptions and how they would be incorporated into the Airport program, including any temporary facilities.
- Proposed restaurant names.
- Menus, including a proposed menu for each concept, the price or price range for each menu item, including children's menu items. Specifically indicate which menu items will be pre-packaged for grab and go service, if applicable, and how those items will be packaged for the customers.
- A description of any unique attributes of the proposed concepts.
- Describe any concept-specific quality assurance procedures, guarantees, and customer service initiatives and policies that are not described in other sections of the proposal.
- Describe the analysis conducted to determine the concepts, brands, merchandise, menus, and product lines incorporated in the Proposal.
- Franchise authorization letters for any franchised concepts included in the Proposal (not included in the calculation of page limit).
- License authorization letters for any licensed concepts included in the Proposal (not included in the calculation of page limit).
- List of merchandise that will be carried in any combined food and retail locations and the prices for those retail items.
- List of any logoed or branded merchandise that will be sold from any of the food service units and the prices for those items.

Proposed retail concepts and product lines shall meet the minimum requirements described in **Section 7.0, Description of Concessions.**

- Specific concept descriptions and how they would be incorporated into the Airport program, including any temporary facilities.
- Proposed store names.
- Merchandise mix, including a list of proposed merchandise for each concept and the price or price range for each merchandise item.
- A description of any unique attributes of the proposed concepts.
- The percentage of store selling area that would be allocated to each product category.
- Franchise authorization letters for any franchised concepts included in the Proposal (not included in the calculation of page limit).
- License authorization letters for any licensed concepts included in the Proposal (not included in the calculation of page limit).
- Describe the research to be used to monitor customer satisfaction with the concepts, brands, merchandise, and product lines selected.
- For those facilities selling retail and food service merchandise, include a detailed proposed menu, the price for each menu item. Also describe the menu that would be offered from any temporary facilities. Specifically indicate which menu items will be pre-packaged for grab and go service and how those items will be packaged for the customers.

D. Financial Projections and Financial Offer

Financial Projections

Under this tab, Proposer shall submit one financial pro forma for each individual location as well as one consolidated pro forma for the package in its entirety for the term of the Concession Lease. The pro forma will be evaluated for reasonableness, viability of the proposed operations, realistic financial offer, and ability to fund continuing operations from funds generated by the business. Each pro forma must include the following and be prepared using the Pro Forma templates for each package provided in **Appendix B** (use Excel template provided in separate file).

Each pro forma shall include the following for each unit in a package (as well as consolidated pro forma for all units included in the package) and each year of the Lease Term:

- Gross sales by concession location, including: food and non-alcoholic beverages versus alcoholic beverages (if applicable), merchandise (if applicable), vending (if applicable), and catering (including in-flight catering (if applicable)).
- Cost of goods sold and gross profit.

- Expenses by line item, including Percentage Rent to the Board by unit showing food and non-alcoholic beverages versus alcoholic beverage rent for food service units), as applicable.
- Interest, depreciation, and amortization.
- Net profit before taxes.
- Initial and midterm investments.

Proposers shall include in this section, data and information indicating the expected rent to be paid to the Board for each Calendar Year and partial year, demonstrating that the Percentage Rent, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations. Pro formas shall be evaluated by the Board for reasonableness, demonstrated understanding of the draft Concession Lease, viability of the proposed operations and financial offer, and ability to fund the operation.

Financial Offer

Food service and retail concessionaires at the Airport shall pay rent as a Minimum Annual Guarantee (“MAG”) or Percentage Rent, whichever is greater. One-twelfth of the MAG shall be paid on the first of every month and any Percentage Rent due above the monthly payment of the MAG shall be reported and paid by the 15th of each month for the preceding month.

The Board has established the MAG for the second, full Calendar Year, which is not negotiable. The Second Calendar Year MAG for each concession package has been defined in Section 7.C.1 and Section 7.C.2 of this RFP. For the third and subsequent full Calendar Years, the MAG will equal eighty-five percent of the actual rent due and paid for the previous Calendar Year, allocated in equal monthly installments of one-twelfth of the actual rent amount. Any Percentage Rent above the monthly payment of the MAG would be reported and paid by the 15th of each month for the preceding month.

As part of the Proposal, Proposers are required to provide a Percentage Rent financial offer on the Financial Offer Form included as **Appendix B**. Percentage Rents that increase with sales volume, i.e., tiered rent structures, will be accepted. The Proposer’s Chief Financial Officer must certify that the Percentage Rent proposed is a financial offer that is supportable throughout the Term of the Concession Lease to be awarded.

The Board will not renegotiate the Percentage Rent during the term of the Concession Lease. The Board is under no obligation to accept the highest Percentage Rent proposed.

E. Designs, Materials, and Capital Investment

The Selected Proposers will be responsible for the design and complete build-out of each unit included in the packages to be awarded. The Board may provide shell conditions, including framed demising walls between public areas and the premises (as needed), concrete slab flooring, unfinished ceiling (as needed), and utility access as described in the draft Concession

Lease in substantially the same form as that will be distributed at a later date. Selected Proposers should expect to perform demolition in units that are currently occupied.

Proposers shall submit in this section the following concept plans for each permanent concession location included in the package for which a Proposal is being submitted, providing enough detail so that the evaluation committee can properly evaluate the design and quality of the materials proposed:

- Preliminary renderings of the proposed concepts that are a representative illustration of the designs and sufficient to show the exterior and interior of the concept design, proposed color schemes, and graphics. In the case where a Proposer intends to virtually duplicate an existing concept that the Proposer has developed elsewhere, the Proposer may substitute pictures or photographs of an existing facility for the renderings.
- For the **food service units**, a floor plan of each unit (not concept) should be provided, indicating locations for counters, points of sale, queuing, kitchens, seating (including the number of seats provided), and any back-of-house area, as appropriate. Please also indicate the square footage to be allocated to front- versus back-of-house areas and how customers with luggage will be accommodated.
- For the **retail units**, a floor plan of each unit (not concept) should be provided, indicating locations for product lines, points of sale, front-of-house areas, and back-of-house areas. Please also indicate the square footage to be allocated to front- versus back-of-house areas.
- It is the Proposer's responsibility to ensure that the design of the concession units complies with all federal, state and local laws, including but not limited to the Americans with Disabilities Act ("ADA") and the ADA standards and guidelines implementing the ADA.
- A list of materials to be used that demonstrates the quality of the materials to be used in each location, including:
 - 1) Floor covering
 - 2) Wall covering
 - 3) Ceiling treatment
 - 4) Service counter and display units or fixtures
 - 5) Any proposed signage, interior and exterior
 - 6) Information regarding environmental sustainability considerations planned for the design and build-outs of the units, such as materials procurement and the use of sustainable, renewable, recycled, and/or locally-sourced materials.
- Renderings (or photographs) and floor plans may not exceed 11" by 17" and must be bound within the Proposal.

Proposers shall submit the proposed capital investment and indicate the sources of funding to be used for tenant improvements and working capital using the Capital Investment Form in **Appendix C**, including the following:

- Estimated costs for: 1) the initial investment in Leasehold Improvements, and 2) mid-term refurbishment improvements (provided separately, which must not be less than 15.0% of the initial investment in Leasehold Improvements), delineating expenses for Leasehold Improvements; furniture, fixtures, and equipment; and design, engineering, and construction management costs. Architectural design and engineering costs must not exceed twelve percent (12%) of the total capital investment cost.
- Estimated working capital support.
- Sources of funding.

Prior to any construction, the Selected Proposer must comply with all plan submittal requirements established by the Board and obtain the Board's approval of facility designs and finish materials for all Leasehold Improvements, which should meet or exceed local and industry standards.

Proposers are responsible for reviewing the information provided in this RFP and at the pre-proposal conference. Proposers must understand the physical conditions of each unit, the provided utilities and their points of connection, and any other base building issues that could affect the design and build-out. The Board has no obligation to provide adjustments to any financial terms or build-out requirements after execution of the Concession Lease, and a failure by any proposer to not fully understand the circumstances surrounding unit development and the capital investment required will not constitute grounds for changing any of the terms of the Concession Lease.

F. Organizational Structure and Training, Operations, Maintenance and Environmental Sustainability

In this tabbed section, Proposer shall demonstrate the ability to effectively manage all units and operations, which also includes quality leadership and levels of staffing to provide timely, quality service. Proposers must demonstrate a commitment to reliable, safe, clean, and well-merchandised operations, as well as a proactive and consistent approach to maintaining and preserving the units (including equipment). Include information regarding the environmental sustainability measures that Proposer currently practices or will practice in the operation of the business as listed in the draft Concession Lease, in substantially the same form as that will be distributed at a later date, including (where applicable) separation of waste, recycling, and compost, and the use of reusable and Cedar Grove or Biodegradable Products Institute (BPI) approved compostable or recyclable food serviceware.

Proposer must submit the following information regarding the proposed management, staffing, operations, and environmental sustainability practices.

Organizational Structure and Training

Proposers shall submit the following information regarding the proposed management and organizational structure, staffing plan, management and staff training and incentive programs.

- Organizational chart illustrating the reporting relationships between corporate and on-site management and between all on-site staff as well as a description of how corporate staff will support the local operation and its staff.
- Commitment to meeting the operational conditions of the airport's environment in specific regard to the operating hours.
- Resumes for the proposed on-site General Manager, regional manager and any other key management staff (as appropriate).
- Customer service training program and any training program unique to the concepts that will be operated by Proposer at the Airport.
- Description of any management and staffing responsibilities of the proposed ACDBE participant(s), including resumes for management personnel. List any prior working relationship between the ACDBE and the Proposer.
- Description of the proposed employee dress code or uniform by location, as appropriate.

Operations and Maintenance

Proposer shall submit an operations and maintenance plan containing sufficient information to allow the Board to evaluate the plan for daily and ongoing operations, including but not limited to maintenance, deliveries, trash/recycling/compost removal, inventory stocking and storage, brand/vendor oversight, sustainable sourcing practices, pest control, janitorial services, grease interceptor cleaning and grease waste containment systems (as appropriate), hood and ventilation system cleaning (as appropriate), and cash control system, including the general capabilities of the point of sale equipment.

- For ongoing maintenance and cleaning, include information as to whether the maintenance and cleaning will be performed by in-house personnel or an outside contractor, and proposed response times for maintenance issues.
- Proposed plan to monitor the facilities for cleanliness and maintenance, including any checklist to be developed, frequencies, and an explanation of the manner in which the checklist would be addressed in practice.

Environmental Sustainability

- Provide information about the environmental practices planned for the day-to-day operations of the unit(s), such as participation in recycling and composting programs; sustainable sourcing practices; procurement of sustainably raised, grown, or manufactured products; use of clearly labeled receptacles of sorting and collection of pre- and post-consumer recycling and garbage in leased areas; participation in Airport recycling, composting, and food donation programs as may be implemented; and other resource conservation programs/practices.
- Provide detail about potential procurement and/or sourcing of products or services from local/regional, small, and/or disadvantaged businesses.

G. Transition Plan and Schedule

Under this tab, Proposer shall provide a draft transition plan outline that Proposer will fully document and submit for approval upon notice of selection. If, for any reason, the Selected Proposers are not currently operating at the Airport, they shall work closely with incumbent concessionaires to ensure a smooth transition of operations and continued customer service. At a minimum, the draft transition plan outline shall include:

- Interim concept to be provided by unit (for those units in each package designated for interim operations).
- Menu and/or product lines to be offered in each interim unit.
- Furniture, fixtures, and equipment that will be purchased from the incumbent concessionaire or provided by Selected Proposer.
- High-level schedule of transition process to take over operations from incumbent concessionaires and general timing to meet the scheduled opening day.
- General schedule for design, permitting, and build-out to transition the interim unit to the permanent, new unit.

H. Marketing, Promotions, and Customer Service Plan

Proposer shall submit sufficient information to allow the Board to evaluate the marketing and promotion plans for its proposed Airport food service and retail concessions.

- Describe the analysis conducted to determine the concepts, brands, menus, and product lines incorporated in this Proposal.
- Describe the research to be used to monitor customer satisfaction with the concepts, brands, merchandise, menus, and product lines selected for the program.
- Describe your corporate customer service philosophy. Identify how that philosophy will be applied in the Airport program. Do not repeat any employee incentive programs described in the Management, Staffing, and Training section.

- Describe typical product sales promotions to be implemented at the Airport if awarded the Concession Lease.
- Describe your customer service plan for the Airport in terms of the following:
 - Procedures for handling complaints.
 - Customer service training and other programs to ensure that customers are receiving high-quality service.

I. ACDBE Participation

Participation Information

Proposers wishing to receive consideration for ACDBE participation shall include the following information in this section of the Proposal:

- Name/entity and address of each ACDBE participant.
- Participant’s proposed level and method of participation in performance of the Concession Lease to be awarded.
- Estimated dollar amount and percentage of gross receipts to be earned by each ACDBE participant.
- Description of the management and staffing responsibilities of the proposed ACDBE participant(s), including resumes for management personnel.
- Form of agreement, sublease, and/or joint venture agreement entered into between the Proposer and each ACDBE participant. If the sublease or joint venture agreement has not yet been signed, a fully executed letter of intent, signed by both parties, outlining the business structure and level of participation must be submitted.
- Proposers are required to complete and submit as part of their response, the ACDBE Participation Forms in **Appendix D** of this RFP.

If this information is not included in the Proposal, the Board will assume that the Proposer obtained no ACDBE participation.

J. Proposal Guarantee

Included with each Proposal shall be a Proposal guarantee in the form of a surety bond or a cashier's or certified check, money order, or an irrevocable letter of credit (by a bank rated investment grade by Fitch Ratings, Moody’s Investors Service, or S&P Global Ratings) made payable to Spokane Airport Board in an amount equal to one hundred and thirty thousand dollars (\$130,000). If the Proposal Guarantee is in the form of a surety bond, the bond shall be issued by a surety company authorized to do business in the State of Washington and rated as at least an A or A+. Monetary Proposal Guarantees shall be deposited into a bank account held by the Spokane Airport Board and any interest earned thereon shall accrue to the Board.

The Proposal Guarantee required hereunder shall warrant that the Proposal will not be withdrawn prior to the Proposal Expiration Date, except as provide herein, and that, if the Proposer is a Selected Proposer, Proposer shall within ten (10) business Days of receipt of a Concession Lease from the Board, execute and deliver to the Board the signed Concession Lease subject only to additions specific to the Proposal along with the proof of insurance and the lease performance guarantee required under the Concession Lease. In the event Proposer breaches such warranty, Proposer shall be liable to the Board in the amount of its Proposal Guarantee as liquidated damages and its Proposal shall, at the option of the Board, be rejected.

The Board shall have the right, in its sole discretion, to extend the time by which the Selected Proposer shall deliver the signed Concession Lease, proof of insurance, and lease performance guarantee to the Board.

Proposal Guarantees will be returned without interest to the unsuccessful Proposers within 30 days following execution of Concession Leases between the Board and the Selected Proposers. The Proposal Guarantees of the Selected Proposers shall not be released until after the executed Concession Leases have been delivered to the Board along with the proof of insurance and lease performance guarantees required under the Concession Leases.

K. Acknowledgement of Addenda

Proposers are required to submit the Addenda Acknowledgement Form included as **Appendix E** to confirm the receipt of any and all addenda issued for this RFP.

11.0 EVALUATION PROCESS AND AWARD

A. Evaluation of Proposals and Evaluation Criteria

Evaluation of Proposals

Proposals will be evaluated as to how each proposal meets the requirements and criteria outlined in this RFP. Proposers may be requested to attend an interview prior to final selection. The Board may request one or more Proposers to present a "best and final" Proposal.

If, for any reason, a Concession Lease cannot be awarded to a Selected Proposer, the Concession Lease may be awarded, through negotiations or otherwise, to the Proposer receiving the next highest evaluation rating. The Board reserves the right to at any time cancel the RFP process for the Concession Lease.

Evaluation Criteria

Proposals received will be evaluated using the approximate evaluation criteria listed below. The listed evaluation criteria are not of equal value or decision weight. The evaluation criteria include but are not limited to:

- Concept Development (including Transition Plan and Schedule)
- Background, Experience, and Financial Capability
- Designs, Materials, and Capital Investment
- Organizational Structure and Training
- Operations and Maintenance
- Environmental Sustainability
- Financial Projections and Financial Offer
- ACDBE Participation
- Marketing, Promotions, and Customer Service Plan

Each Proposer submitting a Proposal will be informed in writing regarding their status in the selection process.

B. Lease Award and Concession Development

Execution of Lease

After completion of the evaluation process, the Board, by and through the Airport staff, will provide notices of intent to enter into agreements with the Selected Proposer. Each Selected Proposer shall enter into a Concession Lease, in substantially the same form as that will be distributed at a later date, amended only by exceptions or additions thereto as expressly set forth in its Proposal as submitted or as thereafter negotiated prior to award of the Concession Lease. Each Selected Proposer shall fully execute and deliver to the Board a signed Concession Lease within ten (10) calendar days after receipt of a letter of award in the form negotiated by the Board and the Selected Proposers, unless this time frame is extended in the sole discretion of the Board. Should a Selected Proposer fail to execute and deliver the Concession Lease within ten (10) calendar days, the Board may cancel the Concession Lease award and if such failure occurs as a result of Proposer's bad faith or its failing to comply with the representations in its Proposal, said Proposer's Proposal Guarantee shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

Lease Performance Guarantee

A lease performance guarantee meeting the requirements set forth in the Concession Lease shall be submitted to the Board by the Selected Proposer at the time the executed Concession Lease is delivered to the Board.

Insurance and Indemnification Requirements

The Selected Proposer shall comply with the insurance and indemnification requirements specified in Section 13 of the Draft Concession Lease and submit evidence of insurance at the time the executed Concession Lease is delivered to the Board.

Board Approval

After Airport staff has received a signed Concession Lease from the Selected Proposer, the Concession Lease will be presented by staff to the Board for consideration. The Concession Lease shall not be effective until it is approved by the Board and signed by the Airport CEO.

Preliminary Phasing Plan

Selected Proposers should anticipate operating all current facilities beginning on or about February 1, 2024. Selected Proposers will be responsible for constructing and operating interim food service and retail locations in the Leased Premises identified for interim use.

A final phasing plan for the new Leased Premises located in Concourse C will be developed with input from the Selected Proposers following Concession Lease award and receipt of an updated schedule from the Airport's design team and general contractor. Development is contingent on coordination with and scheduling of the TREX Project (Terminal Renovation and Expansion Program).

Construction

Following execution of the Concession Lease by the Board, the concession locations shall be made available to the Selected Proposers for build out according the timing noted above and upon the Board's written approval of the Selected Proposer's design and construction drawings.

EXHIBIT A

Historical Enplanements 2018-2022

Concourse/CY	CY 2022	CY 2021	CY 2020	CY 2019	CY 2018	2019 % of Enplanements	2021 % of Enplanements	% Change 2022 vs. 2019
Concourse A								
aha!	2,759	227	0	0	0	0%	0%	-
Allegiant	40,966	18,131	0	215	122	0%	1%	18954.0%
Frontier	13,017	19,094	15,255	34,798	25,022	2%	1%	-62.6%
Southwest	469,375	383,706	235,190	464,280	463,025	23%	23%	1.1%
Charters	697	1,486	824	3,123	3,243	0%	0%	-77.7%
Total Concourse A	526,814	422,644	251,269	502,416	491,412	25%	26%	4.9%
Concourse B								
Delta	520,027	385,203	202,193	501,018	445,455	25%	23%	3.8%
United	161,117	142,358	85,115	191,452	256,175	9%	9%	-15.8%
Total Concourse B	681,144	527,561	287,308	692,470	701,630	34%	32%	-1.6%
Concourse C								
Alaska	642,956	544,422	334,025	705,684	664,611	35%	33%	-8.9%
American	108,685	148,861	89,490	122,737	141,296	6%	9%	-11.4%
Total Concourse C	751,641	693,283	423,515	828,421	805,907	41%	42%	-9.3%
Sun Country	5,736	-	-	-	-	-	-	-
Total Enplanements	1,965,335	1,643,488	962,092	2,023,307	1,998,949	100%	100%	-2.9%

*Request for Proposals 23-49-9999-018
Food Service and Retail Concessions
Spokane International Airport*

EXHIBIT B

Historical Food Service and Retail Concession Sales, 2018-2022

CY 2018 (Enplanements: 1,998,949)							
Location	Concession	Sq. Ft.	Food and Non-Alcoholic Beverage	Alcoholic Beverage	Total	Sales / Sq. Ft.	Sales / Enplanement
FOOD SERVICE							
A/B Rotunda	Riverfront Marketplace - Food	120	\$638,661	-	\$638,661	\$5,322	\$0.32
A/B Rotunda	Quizno's	719	\$816,395	-	\$816,395	\$1,135	\$0.41
A/B Rotunda	Burger King	1,689	\$991,505	-	\$991,505	\$587	\$0.50
A/B Rotunda	Vintage Washington	1,325	\$581,551	\$513,567	\$1,095,118	\$827	\$0.55
A/B Rotunda	Starbucks	278	\$1,449,856	-	\$1,449,856	\$5,215	\$0.73
Concourse A	Coeur d'Alene Trail	752	\$176,135	\$295,614	\$471,749	\$627	\$0.24
Concourse B	Aurora Pub	1,046	\$454,115	\$299,256	\$753,371	\$720	\$0.38
Concourse C	MVP Sports Bar & Grill	1,413	\$401,565	\$344,647	\$746,212	\$528	\$0.37
Concourse C	Starbucks Upper	725	\$707,679	-	\$707,679	\$976	\$0.35
Concourse C	Starbucks Lower	562	\$1,082,133	-	\$1,082,133	\$1,926	\$0.54
Concourse C	Spokane Tap Room	1,546	\$608,728	\$586,784	\$1,195,512	\$773	\$0.60
	Food Service Subtotal	10,175	\$7,908,323	\$2,039,868	\$9,948,190	\$978	\$4.98
RETAIL							
A/B Pre-Security	Inland NW Travelmart	948	-	-	\$314,611	\$332	\$0.16
Concourse C Pre-Security	Riverfront Travelmart	776	-	-	\$126,372	\$163	\$0.06
A/B Rotunda	No Boundaries	1,497	-	-	\$464,978	\$311	\$0.23
A/B Rotunda	Riverfront Marketplace - Retail	2,347	-	-	\$1,078,653	\$460	\$0.54
Concourse A	CNBC News	467	-	-	\$363,556	\$778	\$0.18
Concourse C	Spokane News Xpress	328	-	-	\$258,306	\$788	\$0.13
Concourse C	CNBC News	958	-	-	\$1,060,485	\$1,107	\$0.53
	Retail Subtotal	7,321	-	-	\$3,666,960	\$501	\$1.83
VENDING	Vending		-	-	\$12,980		\$0.01
TOTAL		17,496	7,908,323	2,039,868	13,638,732	\$778	\$6.82

*Request for Proposals 23-49-9999-018
Food Service and Retail Concessions
Spokane International Airport*

EXHIBIT B (continued)

Historical Food Service and Retail Concession Sales, 2018-2022

CY 2019 (Enplanements: 2,023,307)							
Location	Concession	Sq. Ft.	Food and Non-Alcoholic Beverage	Alcoholic Beverage	Total	Sales / Sq. Ft.	Sales/ Enplanement
FOOD SERVICE							
A/B Rotunda	Riverfront Marketplace - Food	120	\$702,079	-	\$702,079	\$5,851	\$0.35
A/B Rotunda	Quizno's	719	\$833,462	-	\$833,462	\$1,159	\$0.41
A/B Rotunda	Burger King	1,689	\$1,068,527	-	\$1,068,527	\$633	\$0.53
A/B Rotunda	Vintage Washington	1,325	\$596,348	\$532,848	\$1,129,196	\$852	\$0.56
A/B Rotunda	Starbucks	278	\$1,657,628	-	\$1,569,539	\$5,646	\$0.78
Concourse A	Coeur d'Alene Trail	752	\$238,515	\$323,079	\$561,593	\$747	\$0.28
Concourse B	Aurora Pub	1,046	\$666,680	\$375,604	\$921,540	\$881	\$0.46
Concourse C	MVP Sports Bar & Grill	1,413	\$419,800	\$347,229	\$767,028	\$543	\$0.38
Concourse C	Starbucks Upper	725	\$836,511	-	\$794,767	\$1,096	\$0.39
Concourse C	Starbucks Lower	562	\$1,196,002	-	\$1,133,077	\$2,016	\$0.56
Concourse C	Spokane Tap Room	1,546	\$609,187	\$665,914	\$1,275,101	\$825	\$0.63
	Food Service Subtotal	10,175	\$8,511,237	\$2,244,674	\$10,755,910	\$1,057	\$5.32
RETAIL							
A/B Pre-Security	Inland NW Travelmart	948	-	-	\$309,455	\$326	\$0.15
C Pre-Security	Riverfront Travelmart	776	-	-	\$129,698	\$167	\$0.06
A/B Rotunda	No Boundaries	1,497	-	-	\$664,589	\$444	\$0.33
A/B Rotunda	Riverfront Marketplace - Retail	2,347	-	-	\$1,099,394	\$468	\$0.54
Concourse A	CNBC News	467	-	-	\$369,046	\$790	\$0.18
Concourse C	Spokane News Xpress	328	-	-	\$267,250	\$815	\$0.13
Concourse C	CNBC News	958	-	-	\$1,119,257	\$1,168	\$0.55
	Retail Subtotal	7,321	-	-	\$3,958,688	\$541	\$1.96
VENDING	Vending		-	-	\$23,582		\$0.01
TOTAL		17,496	\$8,511,237	\$2,244,674	\$14,738,180	\$842	\$7.28

EXHIBIT B (continued)

Historical Food Service and Retail Concession Sales, 2018-2022

CY 2020 (Enplanements: 962,092)							
Location	Concession	Sq. Ft.	Food and Non-Alcoholic Beverage	Alcoholic Beverage	Total	Sales / Sq. Ft.	Sales/ Enplanement
FOOD SERVICE							
A/B Rotunda	Riverfront Marketplace - Food	120	\$560,421	-	\$560,421	\$4,670	\$0.58
A/B Rotunda	Quizno's	719	\$327,484	-	\$327,484	\$455	\$0.34
A/B Rotunda	Burger King	1,689	\$546,435	-	\$546,435	\$324	\$0.57
A/B Rotunda	Vintage Washington	1,325	\$111,924	\$117,732	\$229,656	\$173	\$0.24
A/B Rotunda	Starbucks	278	\$864,672	-	\$864,672	\$3,110	\$0.90
Concourse A	Coeur d'Alene Trail	752	\$39,869	\$67,332	\$107,201	\$143	\$0.11
Concourse B	Aurora Pub	1,046	\$83,157	\$74,396	\$157,553	\$151	\$0.16
Concourse C	MVP Sports Bar & Grill	1,413	\$170,063	\$166,630	\$336,693	\$238	\$0.35
Concourse C	Starbucks Upper	725	\$149,570	-	\$149,570	\$206	\$0.16
Concourse C	Starbucks Lower	562	\$772,865	-	\$772,865	\$1,375	\$0.80
Concourse C	Spokane Tap Room	1,546	\$182,127	\$230,414	\$412,541	\$267	\$0.43
	Food Service Subtotal	10,175	\$3,808,587	\$656,504	\$4,465,091	\$439	\$4.64
RETAIL							
A/B Pre-Security	Inland NW Travelmart	948	-	-	\$148,109	\$156	\$0.15
C Pre-Security	Riverfront Travelmart	776	-	-	\$51,353	\$66	\$0.05
A/B Rotunda	No Boundaries	1,497	-	-	\$94,730	\$63	\$0.10
A/B Rotunda	Riverfront Marketplace - Retail	2,347	-	-	\$680,364	\$290	\$0.71
Concourse A	CNBC News	467	-	-	\$72,453	\$155	\$0.08
Concourse C	Spokane News Xpress	328	-	-	\$105,389	\$321	\$0.11
Concourse C	CNBC News	958	-	-	\$766,103	\$800	\$0.80
	Retail Subtotal	7,321	-	-	\$1,918,501	\$262	\$1.99
VENDING	Vending		-	-	\$10,791		\$0.01
TOTAL		17,496	\$3,808,587	\$656,504	\$6,394,383	\$365	\$6.65

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Food Service and Retail Concessions
Spokane International Airport*

EXHIBIT B (continued)

Historical Food Service and Retail Concession Sales, 2018-2022

CY 2021 (Enplanements: 1,643,488)							
Location	Concession	Sq. Ft.	Food and Non-Alcoholic Beverage	Alcoholic Beverage	Total	Sales / Sq. Ft.	Sales / Enplanement
FOOD SERVICE							
A/B Rotunda	Riverfront Marketplace - Food	120	\$1,340,208	-	\$1,340,208	\$11,168	\$0.82
A/B Rotunda	Quizno's	719	\$490,147	-	\$490,147	\$682	\$0.30
A/B Rotunda	Burger King	1,689	\$916,526	-	\$916,526	\$543	\$0.56
A/B Rotunda	Vintage Washington	1,325	\$351,722	\$533,141	\$884,864	\$668	\$0.54
A/B Rotunda	Starbucks	278	\$1,294,163	-	\$1,294,163	\$4,655	\$0.79
Concourse A	Coeur d'Alene Trail	752	\$7,187	\$27,203	\$34,390	\$46	\$0.02
Concourse B	Aurora Pub	1,046	\$72,851	\$152,572	\$225,424	\$216	\$0.14
Concourse C	MVP Sports Bar & Grill	1,413	\$248,279	\$271,211	\$519,489	\$368	\$0.32
Concourse C	Starbucks Upper	725	\$319,617	-	\$319,617	\$441	\$0.19
Concourse C	Starbucks Lower	562	\$1,151,875	-	\$1,151,875	\$2,050	\$0.70
Concourse C	Spokane Tap Room	1,546	\$283,422	\$392,429	\$675,851	\$437	\$0.41
	Food Service Subtotal	10,175	\$6,475,997	\$1,376,556	\$7,852,553	\$772	\$4.78
RETAIL							
A/B Pre-Security	Inland NW Travelmart	948	-	-	\$206,815	\$218	\$0.13
Concourse C Pre-Security	Riverfront Travelmart	776	-	-	\$18,008	\$23	\$0.01
A/B Rotunda	No Boundaries	1,497	-	-	\$221,083	\$148	\$0.13
A/B Rotunda	Riverfront Marketplace - Retail	2,347	-	-	\$1,122,310	\$478	\$0.68
Concourse A	CNBC News	467	-	-	\$315,397	\$675	\$0.19
Concourse C	Spokane News Xpress	328	-	-	\$133,683	\$408	\$0.08
Concourse C	CNBC News	958	-	-	\$1,429,215	\$1,492	\$0.87
	Retail Subtotal	7,321	-	-	\$3,446,511	\$471	\$2.10
VENDING	Vending		-	-	\$29,348		\$0.02
TOTAL		17,496	6,475,997	1,376,556	11,328,412	\$647	\$6.89

EXHIBIT B (continued)

Historical Food Service and Retail Concession Sales, 2018-2022

CY 2022 (Enplanements: 1,965,335)							
Location	Concession	Sq. Ft.	Food and Non-Alcoholic Beverage	Alcoholic Beverage	Total	Sales / Sq. Ft.	Sales / Enplanement
FOOD SERVICE							
A/B Rotunda	Riverfront Marketplace - Food	120	\$1,870,146	-	\$1,870,146	\$15,585	\$0.95
A/B Rotunda	Quizno's	719	\$549,143	-	\$549,143	\$764	\$0.28
A/B Rotunda	Burger King	1,689	\$1,222,587	-	\$1,222,587	\$724	\$0.62
A/B Rotunda	Vintage Washington	1,325	\$617,725	\$573,830	\$1,191,555	\$899	\$0.61
A/B Rotunda	Starbucks	278	\$1,758,285	-	\$1,758,285	\$6,325	\$0.89
Concourse A	Coeur d'Alene Trail	752	\$96,524	\$308,089	\$404,613	\$538	\$0.21
Concourse B	Aurora Pub	1,046	\$264,097	\$465,219	\$729,317	\$697	\$0.37
Concourse C	MVP Sports Bar & Grill	1,413	\$453,135	\$503,118	\$956,253	\$677	\$0.49
Concourse C	Starbucks Upper	725	\$1,349,528	-	\$1,349,528	\$1,861	\$0.69
Concourse C	Starbucks Lower	562	\$517,923	-	\$517,923	\$922	\$0.26
Concourse C	Spokane Tap Room	1,546	\$384,158	\$457,177	\$841,335	\$544	\$0.43
	Food Service Subtotal	10,175	\$9,083,250	\$2,307,433	\$11,390,685	\$1,119	\$5.80
RETAIL							
A/B Pre-Security	Inland NW Travelmart	948	-	-	\$265,329	\$280	\$0.14
Concourse C Pre-Security	Riverfront Travelmart	776	-	-	\$48,105	\$62	\$0.02
A/B Rotunda	No Boundaries	1,497	-	-	\$442,604	\$296	\$0.23
A/B Rotunda	Riverfront Marketplace - Retail	2,347	-	-	\$1,439,423	\$613	\$0.73
Concourse A	CNBC News	467	-	-	\$425,693	\$912	\$0.22
Concourse C	Spokane News Xpress	328	-	-	\$158,269	\$483	\$0.08
Concourse C	CNBC News	958	-	-	\$1,417,709	\$1,480	\$0.72
	Retail Subtotal	7,321	-	-	\$4,197,132	\$573	\$2.14
VENDING	Vending		-	-	\$35,188		\$0.02
TOTAL		17,496	9,083,250	2,307,433	15,623,004	\$893	\$7.95

EXHIBIT C

Existing Airline Gate Assignments Spokane International Airport

Gate	Airline
1	United
2	-
3	-
4	Delta
5	United
6	Delta
7	Delta
8	Delta
11	Southwest
12	-
13	Southwest
14	Allegiant
15	-
21	-
22	Alaska
23	Alaska
24	Alaska
25	Alaska
30	Alaska
31	Alaska
32	American

EXHIBIT D

Existing Concession Program Plan



APPENDIX A

PROPOSAL CHECKLIST

- ___ Cover Letter and Covenant to Execute Concession Lease
- ___ Proposal Checklist
- ___ Remaining Sections of Written Proposal, including the following sections in this order:
 - Proposer's Background, Experience, and Financial Capability
 - Concept Development
 - Designs, Materials, and Capital Investment
 - Financial Projections and Financial Offer
 - Management, Staffing, Operations, Maintenance, and Environmental Sustainability
 - Marketing, Promotions, and Customer Service Plan
 - ACDBE Participation
 - Proposal Guarantee
 - Acknowledgement of Addenda

APPENDIX B.1

Financial Offer Form – Package 1

Proposer Name: _____

During each year of the term of the Concession Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board beginning on the Rent Commencement Date, the Rent detailed below.

A. Rent during Interim Concession Operations

For the right and privilege of operating, maintaining, and managing the Interim Concessions at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, beginning on the Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 1. Upon the earlier of the completion of the Leasehold Improvements or the Buildout Deadline for each concession location in the Premises, Concessionaire shall pay the Minimum Annual Guarantee or Percentage Rent as detailed in Section B through Section X (see Section 6 of the Lease).

Table 1

Concession Type	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Concessions		
Food and Non-Alcoholic Beverages	_____ %	
Alcoholic Beverages	_____ %	
Retail Concessions (including retail and hybrid units)¹		
All Products Sold	_____ %	

B. First Partial Year and First Calendar Year Rent – Permanent Concessions

During the First Partial Year and First Calendar Year of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 2.

Table 2.

Concession Type	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Locations		
Food and Non-Alcoholic Beverages	_____ %	

¹ Hybrid indicates any retail unit with a food service component (i.e., newsstand with coffee)
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Food Service and Retail Concessions
Spokane International Airport

Alcoholic Beverages	_____ %	
Retail Concessions (including retail and hybrid units)¹		
All products sold	_____ %	

C. Second Calendar Year Rent – Permanent Concessions

During the Second Calendar Year of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, the greater of items 1 or 2 below:

1. One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. The Second Calendar Year Minimum Annual Guarantee will be \$880,000 as set by the Airport Board for the Premises

OR

2. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2.

Third through Last Calendar Year and Last Partial Year Rent

During the Third Calendar Year and subsequent Calendar Years of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, the greater of items 1 or 2 below:

1. One-twelfth (1/12) of the MAG paid in advance, on the first (1st) day of the month. The MAG for the Third Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term will be the higher of the previous Calendar Year’s MAG or eighty-five percent (85%) of the total rent owed during the previous Calendar Year, which amount shall never be lower than the MAG during the Second Calendar Year

OR

2. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2.

The Minimum Annual Guarantee and percentage fee will be reconciled annually after the completion of the Second Calendar Year, as set forth in the Lease.

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the Term of the Lease.

ATTEST:
Name)

BY: _____ (Company

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Food Service and Retail Concessions
Spokane International Airport*

(Witness Signature)

(Signature of Chief Financial Officer)

Date: _____

(Printed Name of Chief Financial Officer)

Telephone No: _____

APPENDIX B.2

Financial Offer Form – Package 2

Proposer Name: _____

During each year of the term of the Concession Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board beginning on the Rent Commencement Date, the Rent detailed below.

D. Rent during Interim Concession Operations

For the right and privilege of operating, maintaining, and managing the Interim Concessions at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, beginning on the Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 1. Upon the earlier of the completion of the Leasehold Improvements or the Buildout Deadline for each concession location in the Premises, Concessionaire shall pay the Minimum Annual Guarantee or Percentage Rent as detailed in Section B through Section D (see Section 6 of the Lease).

Table 1

Concession Type	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Concessions		
Food and Non-Alcoholic Beverages	_____ %	
Alcoholic Beverages	_____ %	
Retail Concessions (including retail and hybrid units)²		
All Products Sold	_____ %	

E. First Partial Year and First Calendar Year Rent – Permanent Concessions

During the First Partial Year and First Calendar Year of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, beginning on the Rent Commencement Date, Percentage Rent calculated as a percentage of Gross Receipts based on the proposed percentage fees included in Table 2.

Table 2.

Concession Type	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Food Service Locations		
Food and Non-Alcoholic Beverages	_____ %	

² Hybrid indicates any retail unit with a food service component (i.e., newsstand with coffee)
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Food Service and Retail Concessions
Spokane International Airport

Alcoholic Beverages	_____ %	
Retail Concessions (including retail and hybrid units)¹		
All products sold	_____ %	

F. Second Calendar Year Rent – Permanent Concessions

During the Second Calendar Year of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, the greater of items 1 or 2 below:

- 3. One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. The Second Calendar Year Minimum Annual Guarantee will be \$860,000 as set by the Airport Board for the Premises

OR

- 4. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2.

G. Third through Last Calendar Year and Last Partial Year Rent

During the Third Calendar Year and subsequent Calendar Years of the Term of the Lease, for the right and privilege of designing, constructing, operating, maintaining, and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Airport Board, the greater of items 1 or 2 below:

- 3. One-twelfth (1/12) of the MAG paid in advance, on the first (1st) day of the month. The MAG for the Third Calendar Year and each subsequent Calendar Year or partial Calendar Year during the Term will be the higher of the previous Calendar Year’s MAG or eighty-five percent (85%) of the total rent owed during the previous Calendar Year, which amount shall never be lower than the MAG during the Second Calendar Year

OR

- 4. Proposed Percentage(s) of Gross Receipts calculated according to the Percentage Fees included in Table 2.

The Minimum Annual Guarantee and percentage fee will be reconciled annually after the completion of the Second Calendar Year, as set forth in the Lease.

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the Term of the Lease.

ATTEST: _____ (Company Name)
BY: _____ (Company Name)

(Witness Signature)

(Signature of Chief Financial Officer)

Date: _____

(Printed Name of Chief Financial Officer)

Telephone No: _____

**APPENDIX C
CAPITAL INVESTMENT FORM**

Proposers are required to submit their proposed capital investment and indicate the sources of funding to be used for the Leasehold Improvements and working capital. Please complete one form for each unit included in your proposal and one form that includes consolidated information for all units included in your proposed package.

Proposer Name: _____
 RFP Number/Name: _____
 Unit Number(s): _____
 Concept(s): _____
 Square Feet: _____

Initial Investment Amount	Amount	Percent of Initial Investment Amount
- Leasehold Improvements	\$ _____	_____ %
- Furnishings, Fixtures, and Equipment	\$ _____	_____ %
- Design, Engineering, and Construction Management ⁽¹⁾	\$ _____	_____ %
Total Initial Capital Investment	\$ _____	100%
Total Initial Capital Investment/Sq. Ft. ⁽²⁾	\$ _____ /Sq.Ft.	

Mid-Term Refurbishment		
- Minimum Mid-Term Refurbishment Investment ⁽³⁾	\$ _____	_____ %
- Minimum Mid-Term Refurbishment/Sq.Ft.	\$ _____ /Sq.Ft.	_____ %

Working Capital		
- Amount of Working Capital Available	\$ _____	
- Sources of Working Capital (list below)		

- ⁽¹⁾ Must not exceed 12 percent (%) of Initial Investment Amount
- ⁽²⁾ Must meet the minimum initial capital investment per square foot requirements (food service, \$650/sq. ft.; retail, \$500/sq. ft.; vending, \$100/sq. ft.; seating, \$200/sq. ft.)
- ⁽³⁾ Must be a minimum of 15 percent (%) of the Initial Investment Amount

APPENDIX D

FORM 1 - ACDBE LETTER OF INTENT

Airport Concessions Disadvantaged Business Enterprise (ACDBE)
Confirmation of Contract Participation

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
(ACDBE) UTILIZATION

The undersigned Proposer has satisfied the requirements of the proposal specification in the following manner (please check the appropriate space):

_____ The Proposer is committed to a minimum of _____% ACDBE utilization in this Concession Lease.

_____ The Proposer did not meet the _____% ACDBE goal. The Proposer certifies that it has and will make good faith efforts during the term of the Concession Lease, to meet the _____% ACDBE goal. Good faith efforts documentation is required to be submitted with this Concession Lease. Additionally, the Proposer may be required to submit evidence of good faith efforts to reach the ACDBE goal during this Concession Lease.

Name of Proposer: _____

By _____ (Signature) _____ (Title)

APPENDIX D

FORM 2 - ACDBE LETTER OF INTENT

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Description of participation by ACDBE:

The Proposer is committed to utilizing the above-named ACDBE for the participation described above. The estimated dollar value of this participation, as a percentage of Gross Receipts, is \$_____.

Affirmation

The above-named ACDBE affirms that it will perform the portion of the Concession Lease as stated above.

By _____
(Signature) (Title)

If the Proposer does not receive an award, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE participant).

APPENDIX D

FORM 3, ACDBE JOINT VENTURE INFORMATION

Proposers proposing an ACDBE Joint Venture are asked to submit the following information as part of their Proposal.

1. Name of Joint Venture: _____

2. Name, address and phone number of joint venture contact person:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

_____ % ownership: _____ %

ACDBE: yes no Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

_____ % ownership: _____ %

ACDBE: yes no Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

4. ACDBE initial capital contribution: \$ _____ %

5. Future capital contributions (explain requirements):

6. Source of funds for the ACDBE capital contribution:

7. Describe the portion of the work or elements of the business to be controlled by the ACDBE:

8. Describe the portion of the work or elements of the business to be controlled by the non-ACDBE:

9. Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

10. Describe the ACDBE's share in the profits of the joint venture:

11. Describe the ACDBE's share in the risks of the joint venture:

12. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

b. Non-ACDBE joint venture participant:

13. Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

b. Non-ACDBE joint venture participant:

14. Which firm will be responsible for accounting functions relative to the joint venture's business?

15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties.

16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

17. Please provide the name of the person who will be responsible for hiring employees for the joint venture. _____

Who will they be employed by?

18. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? Yes No

- a. If yes, please list the number and positions and indicate which firm currently employs the individual(s).

19. Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

APPENDIX E

ADDENDA ACKNOWLEDGEMENT FORM

RFP No.: _____

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____
Addendum. No. _____	Dated: _____

No Addendum issued for this RFP

Proposer's Name: _____

Authorized Representative's Name: _____

Title: _____

Authorized Signature: _____

APPENDIX F

PRE-PROPOSAL CONFERENCE REGISTRATION FORM

The Spokane International Airport Food Service and Retail Concession RFPs' Pre-Proposal Conference for proposing companies only will be on a date, time and location to be determined.

Please complete the information below and return via email by July 21, 2023 not later than 4:00 pm PDT.

Company Name: _____

Company Contact: _____

Telephone Number: _____

Email Address: _____

Select One: Plan to Submit a Proposal for Package 1
 Plan to Submit a Proposal for Package 2
 Plan to Submit a Proposal for Both Packages

Select One: Prime Concessionaire Subconcessionaire

Select One: Will Not Attend **or**
 Will Attend

Please email your completed form to:

Ms. Amy L. Anderson
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: aanderson@spokaneairports.net