



San Diego County Regional Airport Authority

Common Use Airport Lounge

August 5, 2024



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Responses to the questions in Sections 10-17 will make up the main portion of your proposal. Please read submittal instructions carefully!

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Section 1: Introduction

San Diego County Regional Airport Authority (“Authority”) is seeking proposals from experienced, qualified, and financially sound business entities (“Respondent” or “Concessionaire”) to design, build, finance, operate, and maintain a Common Use Airport Lounge (“Airport Lounge”) in the new Terminal 1 facility at San Diego International Airport (“Airport” or “SAN”), slated to open in late 2025. The Airport is owned and operated by the Authority, which is governed by a Board of Directors (“Authority Board”) consisting of publicly appointed members representing all parts of San Diego County.

Goals for the Authority’s Airport Lounge

The Airport Lounge at the Airport strives to embody the qualities and spirit of the diverse San Diego region by blending the design with a variety of appealing products and services at reasonable airport prices. The Authority hopes to work in true partnership with Respondent to:

- Provide services that meet or exceed expectations for customer service, quality, and at reasonable airport prices.
- Create a San Diego “sense of place” in design.
- Provide opportunities for small business, veteran-owned small business and airport concession disadvantaged business enterprises.
- Achieve the Authority’s environmental sustainability goals.

Note: This RFP includes terms that are defined in the draft Concession Lease Agreement (“Lease” or “Concession Lease”), attached to, and incorporated in this RFP as “Attachment K – Draft Concession Lease Agreement”. Please refer to the Lease for definitions of such terms.

Section 2: Proposal Schedule

This RFP is specific to an Airport Lounge opportunity. The overall proposal schedule consists of a series of milestones achieved prior to award of the opportunity. These milestones are largely driven by the progress of the design/build project to deliver new Terminal 1 to the Authority, thus are *subject to impact and change*.

Milestone	Date
RFP Issuance	August 5, 2024
Virtual RFP Pre-Proposal Conference	August 22, 2024, 2:00 pm PST
Deadline to Submit Written Questions	August 29, 2024, 2:00 pm PST
Proposal Submission Due Date	September 18, 2024, 2:00 pm PST

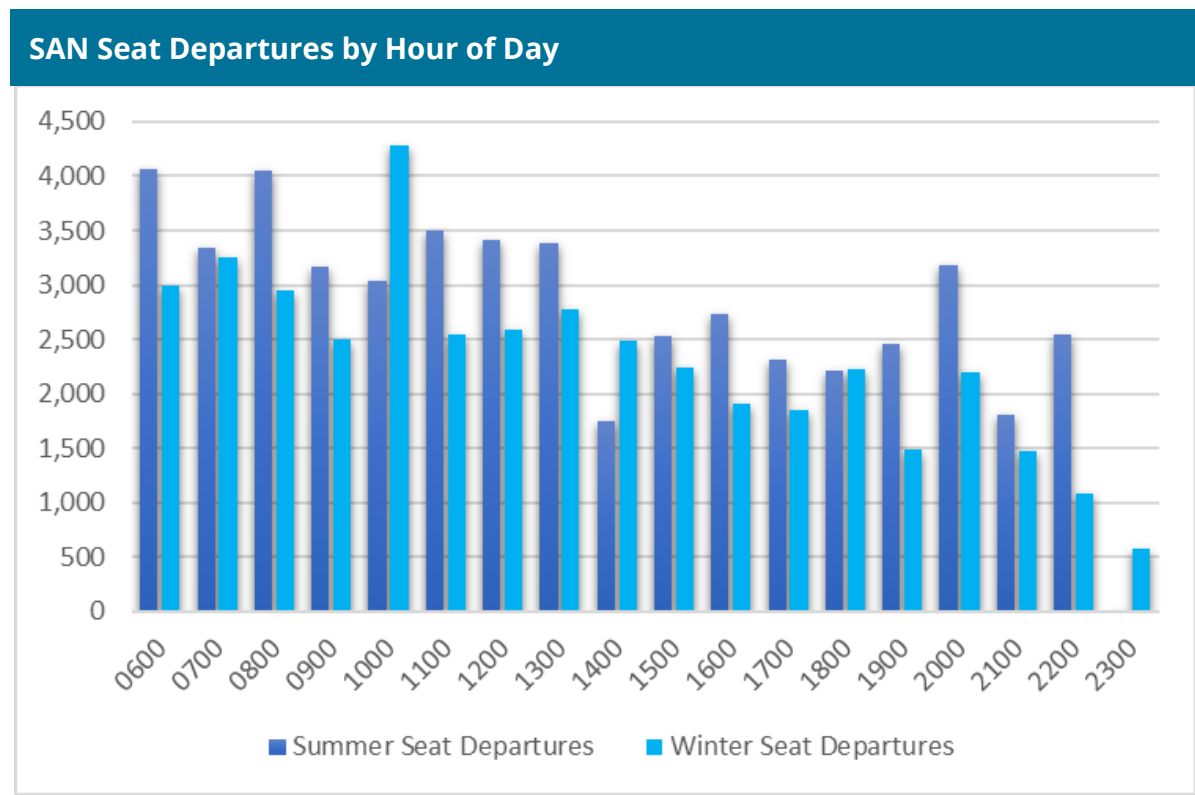
Section 3: Airport Overview

A. The Facility

The exposure to potential customers or enplaning passengers for any airport concessionaire is determined by many factors, but in the first instance, it will be tied to the capacity of the facility for passenger aircraft operations. The Airport's activities are characterized as landside, terminal, and airfield operations, which together are the curb-to-skies system of processing airline passengers.

The Airport is located just northwest of downtown San Diego and is the center of business and tourism activity in the immediate vicinity as well as throughout San Diego County. Efficient landside operations assure that passengers, employees, and visitors have convenient access to the Airport facility from the roadway system. Besides public bus service, rideshare and shuttle access, the existing Terminal 2 is served by a 3,300-stall parking structure, which also offers valet and general reservations. The new Terminal 1 will be served by a 5,000-stall parking structure. Current concessionaire employees park in a 1,900-stall remote Airport lot served by shuttles every 15 minutes to the Airport terminals 24 hours a day, 7 days a week.

Commercial aircraft on approach to SAN over Balboa Park and the downtown neighborhoods are a familiar sight. During peak flight activity between 6 am – 1 pm, aircraft depart in a steady stream. The following bar chart illustrates the passenger departure peaks during a typical day. The average passenger dwell time is 98 minutes.

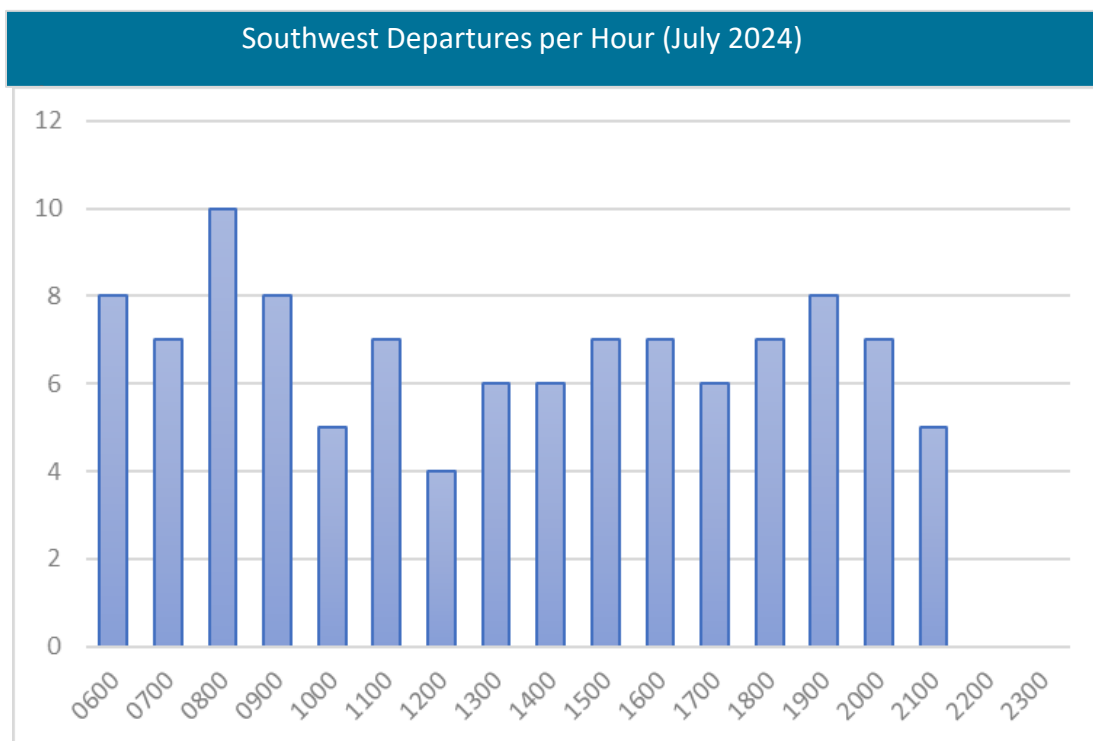


Source: Cirium Schedules July 2023 (Summer) and January 2024 (Winter)

The passenger terminals at SAN consist of Terminal 1 and Terminal 2, each with areas that are more specifically referred to as T1-West (T1W), T1-East (T1E), T2-West (T2W) and T2-East (T2E), please see the map found in “Attachment N - Existing Concessions Map” attached to and incorporated into this RFP. Existing Terminal 1 will be demolished entirely upon the opening of the new Terminal Phase 1a anticipated in late 2025. The specific passenger processing capabilities of the new Terminal 1 are detailed in Section 4 - New Terminal 1 Project in this RFP. T2W is the newest portion of the Airport, consisting of a main checkpoint with a capacity to process approximately 700 passengers per peak hour. A secondary checkpoint serving T2E can process nearly 400 passengers per hour.

As a typical Origination and Destination (O&D) airport located on the West Coast of the United States, the peak hours for passengers are approximately from 6:00 am to 1 pm.

A long-standing noise abatement curfew allows for the earliest departure at 6:30 am, and no departures after 11:30 pm. Within this time frame, multiple departure banks may occur, where departure activity is particularly intense. Generally, by the completion of the daily noon departure bank at around 1 pm, more than 50% of the day's total passengers have departed the Airport. Other smaller departure banks occur in the late afternoon and early evening. However, some airlines, in particular, Southwest Airlines, have a fairly consistent flow of departures throughout the day, see chart below.



Source: Cirium Schedules July 2024

Gate utilization is another important metric for understanding available customers. In calendar year 2019, the average gate at SAN turned 5.5 aircraft per day. The average varies, however, by area of the terminal and by airline. Southwest Airlines typically turns aircraft at a higher rate per gate, with a turn time of approximately 40-50 minutes, or up to 8 turns per day.

Landside and terminal capacity are two legs of the stool supporting the overall air service capacity at SAN. The final key component is airfield capacity – the number of maximum aircraft operations possible in any 24-hour period (excepting noise curfew hours). SAN is well-known as the busiest single-runway airport in the United States. The vast majority of aircraft serving SAN are narrow-body, mainline aircraft. The most common aircraft type among this category are Boeing 737-700, 800 and 900 as well as the Airbus 319 and 320 aircraft. This size typically seats between 125-186 passengers, depending upon the specific airline configuration.

Southwest Airlines is anticipated to be the anchor airline in the eastern portion of the new Terminal 1. This airline is the Airport's largest market share carrier and it flies entirely a Boeing 737 fleet. Year-to-date through present, the Airport's passenger profile was estimated as 93.8% domestic and 6.2% international passengers. In the case of Southwest Airlines, its passengers are over 99.5% domestic. Delta, the other anticipated anchor carrier in the western portion of the new Terminal 1, had a passenger traffic profile of 95.3% domestic and 4.6% international over the same time period. Calendar year enplanement (or boarded passenger) history for 2017 – YTD 2024 is provided as "Attachment O - Passenger Traffic Summary," attached to and incorporated into this RFP.

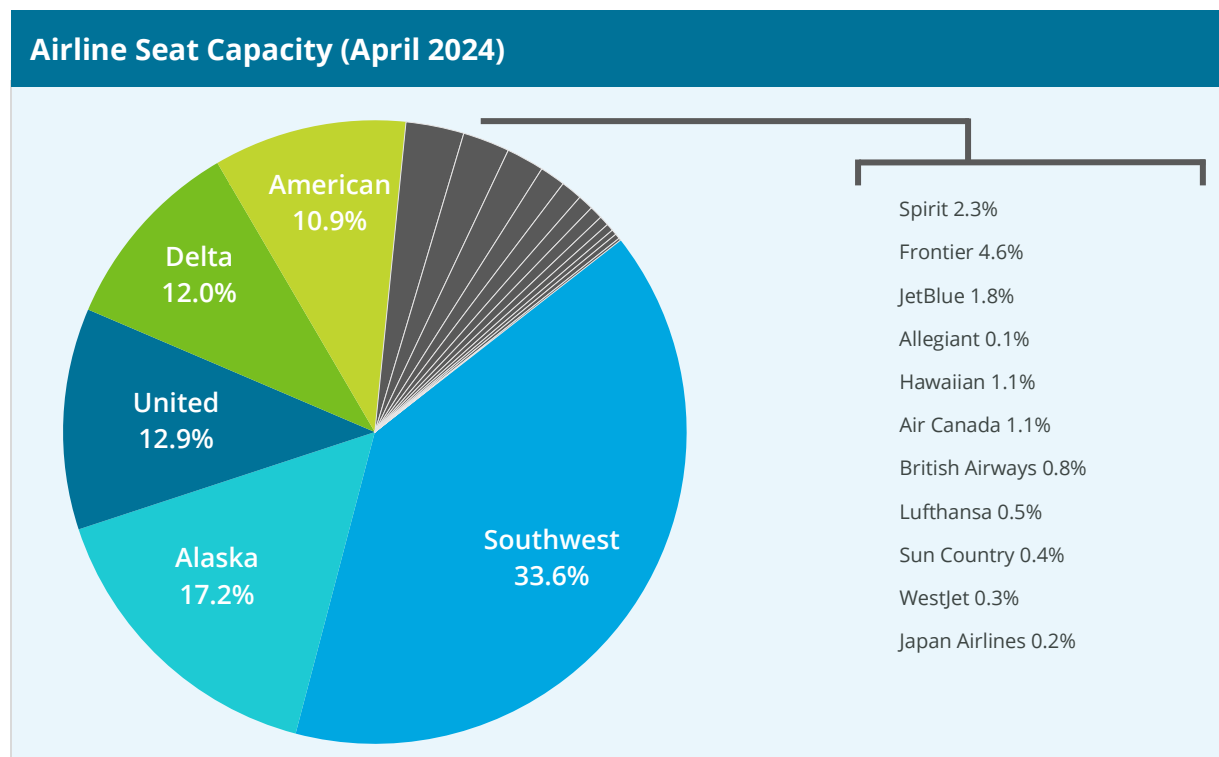
Safe and easy access for passengers and employees to the Airport facility is key to the overall efficient operation of the Airport. It is equally important that deliveries of supplies intended for use in the Airport terminals – including all food, beverage, and retail products – are handled securely and efficiently. Concessionaire deliveries are processed exclusively through the Authority's Centralized Receiving and Distribution Center ("CRDC"). All concessionaires schedule their deliveries to the CRDC for further distribution by the Authority's third-party logistics vendor to their Unit Locations or storage/support space. Currently, minimum hours of operation for deliveries are Monday – Friday, 2:00 am – 3:30 pm, and Saturday – Sunday, 2:00 am to 10:30 am. Due to early morning peak times, the Airport currently requires the CRDC vendor to make

60% of deliveries before 6 am and must make a delivery of product after processing and inspection at the CRDC within 90 minutes of arrival. Concessionaires are invoiced at cost recovery for this service.

B. Airline Market Shares

Customer availability is driven entirely by the ebb and flow of airline customers/passengers in the facility. Several factors are key considerations in determining the availability of customers for any specific concession location: airline market share and locations, overall enplanement levels and seasonality.

As noted above, SAN is primarily a domestic service airport. Among the carriers providing domestic service, Southwest Airlines captures approximately 40% of SAN's total departing passengers/enplanements. Since 2019, Alaska Airlines has solidified its position as SAN's second largest carrier. Southwest Airlines is currently located in T1E but is anticipated to relocate to the new Terminal 1 in the first phase opening in late 2025. Alaska Airlines is anticipated to remain in T2E.



Source: Cirium April 2024

In 2019, the Airport handled a record 25.2 million total passengers, or more than 12 million departing passengers (enplanements). For planning purposes, the number of total passengers – both arriving and departing – is presumed to be split roughly 50/50. In 2022, the first year of recovery from the world-wide COVID-19 pandemic, SAN passenger activity has reached approximately 90% recovery as compared to 2019. As of April 2023, passenger activity is 95% of pre-pandemic numbers. The impacts of the pandemic have waned for domestic travel, however, there are other constraints such as general labor and specific pilot shortages which may continue to hamper complete recovery to the 2019 benchmark year.

C. Enplanement Forecasting for New Terminal 1

Even prior to the pandemic, it has been customary for airports to develop enplanement forecasts in order to attempt a prediction of passenger volumes several years in advance. The unanticipated pandemic illustrates the extreme uncertainty of any kind of enplanement forecast. Still, they are important for determining a potential volume of customers.

The following table shows the enplanement forecasts for each new Terminal 1 airline.

Each scenario presumes a steady 2% annual growth rate in enplanements. ***It is important to recognize that this is NOT reflective of actual growth.*** In reality, some years may exceed 2% growth, and other years may experience a loss of enplanements.

These are enplanement forecasts; thus, the Authority makes no warranty or guarantee of their ultimate accuracy.

New T1 Phase	Airline	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Phase 1a	Southwest	4.8	5.0	5.2	5.3	5.5	5.6	5.7	5.8
Phase 1a	Other	0.6	0.6	0.6	0.6	0.6	0.6	0.7	0.7
Total Phase 1		5.4	5.6	5.8	6.0	6.1	6.3	6.4	6.5
Phase 1b	Delta			1.7	1.7	1.8	1.8	1.8	1.9
New T1 Total		5.4	5.6	7.5	7.7	7.9	8.1	8.2	8.4

New T1 Phase	Airline	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040
Phase 1a	Southwest	6.0	6.1	6.2	6.3	6.4	6.6	6.7	6.8
Phase 1a	Other	0.7	0.7	0.7	0.7	0.7	0.7	0.8	0.8
Total Phase 1		6.6	6.8	6.9	7.0	7.2	7.3	7.5	7.6
Phase 1b	Delta	1.9	2.0	2.0	2.0	2.1	2.1	2.2	2.2
New T1 Total		8.6	8.7	8.9	9.1	9.3	9.5	9.6	9.8

Over the course of a multi-year lease agreement, a Respondent should generally anticipate good years of healthy enplanements and strong consumer confidence, but also down years when enplanements soften. There is seldom a *direct correlation* between a rise or fall in enplanements and corresponding changes in gross sales. For example, in a recession economy, enplanements hypothetically might fall by 3%, but sales could fall much more due to constraints on passenger discretionary income. Conversely, increasing enplanements in a healthy economy could be outpaced by growth in sales due to more discretionary income and confidence in spending.

The flow of passengers who travel through SAN on an annual basis follows fairly predictable patterns, with the pandemic years as exceptions. Over the course of a calendar year, some months will see higher demand for flights than others, which is referred to as “seasonality.” The following chart shows the seasonality for calendar years 2018 and 2019. Respondents should note that January and February consistently are the softest months for travel demand, while nearly 30% of customers are present during the summer months of June, July, and August. Concession operators must plan for this seasonality with staffing and product deliveries in order to maximize sales.

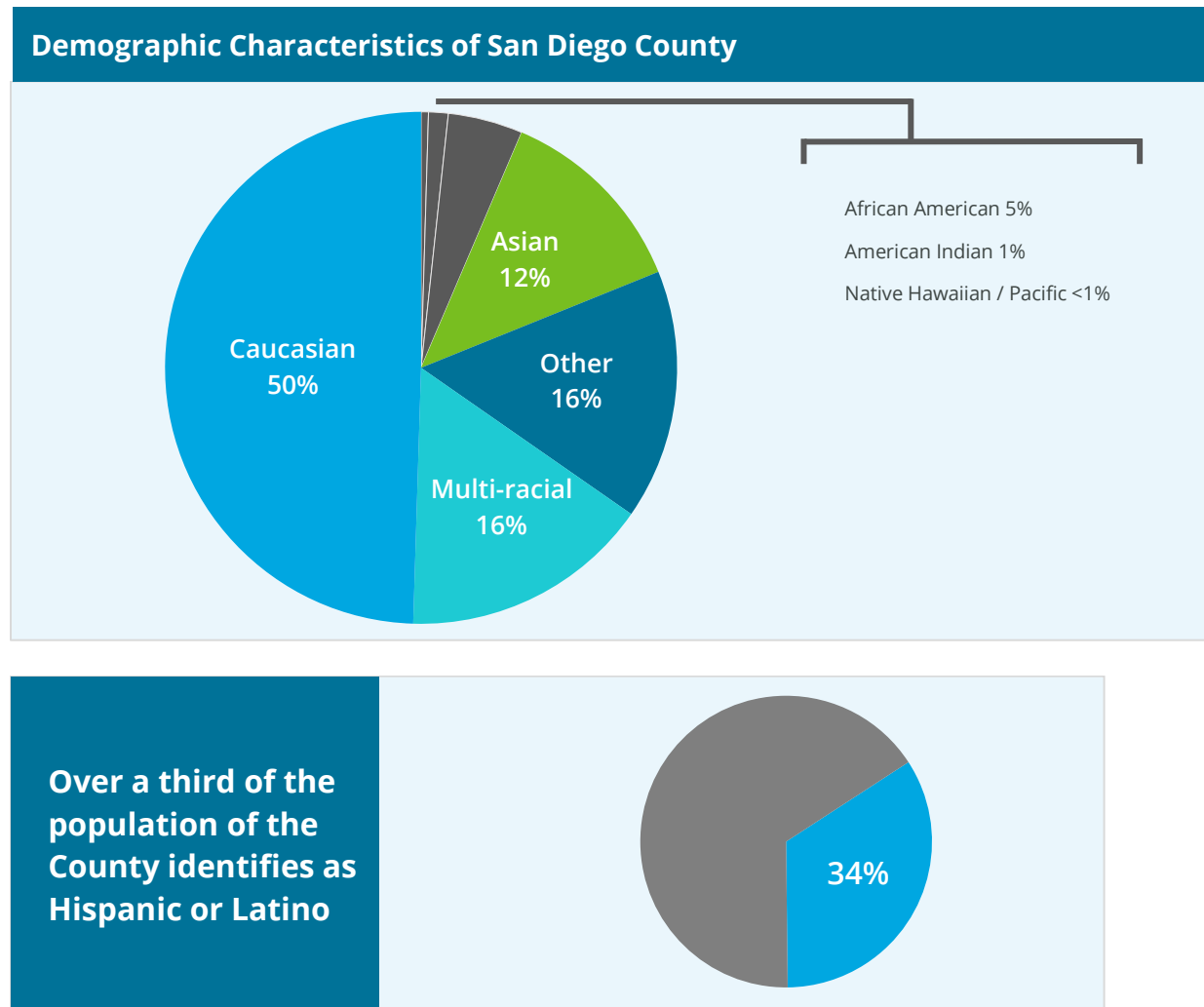


Source: USDOT T100 Directional Data via Cirium

In addition to general seasonality, there is specific seasonality for peak periods surrounding significant holidays or other events. The roughly 4-week season of local school spring break periods in March and April increase family travel significantly, as does the period immediately after the end of the school year for local schools and universities. Conversely, travel demand typically softens after the Labor Day holiday, when most students return to class. In addition to variability over the course of the year, the number of customers varies over the course of a 24-hour day.

D. Customer Demographics

The Authority uses a variety of data sources in order to understand customer demographics and traveler behaviors with some of the data available in real time. As an O&D airport, the customer demographic of the resident population is particularly important to understand. The Airport considers San Diego County as its natural catchment area, e.g., the geographic area where the majority of its local passengers reside. The 2020 U.S. Census reported a County population of nearly 3.3 million people. The following table outlines the demographic characteristics of the population. Over a third of the population of the County identifies as Hispanic or Latino.



Source: US Census American Community Survey 2020

The demographic of a typical San Diego County originating passenger can vary depending upon the airline, purpose of travel (family, leisure, business) and time of year. However, generally, departing passengers at SAN have above average incomes with discretionary income for travel. In 2022, the average household income for a SAN traveler is \$114,000, and the median income is \$82,000. Regardless of its ethnic composition, San Diego is known as a community that appreciates diversity, inclusivity and celebrates the influence of many cultural and ethnic backgrounds.

E. Historical Concessions Performance

Sales performance for the last five years is shown in "Attachment P – Airport Lounge Sales History," attached to and incorporated into this RFP. Due to the small spaces in

an airport, and the large customer volumes, a sales per square foot metric is not a useful tool to measure productivity.

F. COVID-19: Response and Recovery

The dramatic losses in passenger traffic and concession sales at SAN mirrored the rest of the industry in 2020 and 2021. The response by the Authority to this crisis also mirrored the rest of the industry and extended beyond the Authority's contractual obligations. The Authority abated concessionaire Minimum Annual Guarantee (MAG) payments from March 2020 through June 2022. However, the Authority makes no warranties that it will undertake any actions to mitigate potential future market disruptions beyond its contractual obligations.

Section 4: New Terminal 1 Project

The new Terminal 1 (“New T1”) project has been under development for many years and is one of the largest investments in transportation infrastructure for the region estimated at \$3.4 Billion. The project is financed by revenue bonds issued by the Authority and federal infrastructure grants, with no state or local tax dollars as part of its funding. New T1 will replace the existing Terminal 1, which was built in the late 1960s and is today dramatically undersized for passenger demand. New T1 will consist of approximately 1 million square feet of space, as compared to 271,178 square feet in existing Terminal 1. When construction is complete, 30 new gates will serve multiple airlines, currently anticipated to include Southwest Airlines, Delta Air Lines, as well as a number of low-cost carriers (“LCC”) or ultra low-cost carriers (“ULCC”). Future wide-body international departures from the western portion of the terminal are possible as the Authority actively works to secure additional direct, international service.

A. Design and Phasing

The New T1 is a linear design with an 11-lane security checkpoint at the center of the terminal. There will be a separate security checkpoint dedicated to screening for post-security employees. The design allows for maximum visibility for passengers, and in the eastern portion of the facility, the ability for an airline to board aircraft on both sides of the terminal. As is typical in airport construction, the entire facility will open according to a phased schedule. The project will be built in two phases and the construction of concessions will be executed in accordance with these phases. The phases are delineated in “Attachment Q: New T1 Leasing Plan Map” attached to this RFP. The first phase of the New T1 project (Phase 1a) is estimated to open in September 2025. In addition to the Unit Location included in this RFP, numerous food & beverage and convenience retail locations will open simultaneously with the completion of the first phase of construction. Firstly, units located adjacent to and to the east of the security checkpoint will be constructed for the late 2025 opening (Phase

1a). The remaining concessions will be built prior to the opening of the final portion of the terminal (Phase 1b) anticipated in January 2028.

B. Allocation of Concessions Space

The new terminal space is intended to serve the needs of the greater San Diego region for decades to come. Upon full build out of all available concessions space, there will be nearly 70,000 square feet of concessions space and 29,000 square feet of lounge space. However, concessions space will be developed over time as passenger demand grows and enplanements can support the profitable operation of more concessions space.

The Authority's initial enplanement projections and estimated concession space requirements were developed prior to the pandemic and a subsequent post-pandemic increase in airport construction costs. For these reasons, the plans for the square footage required at opening in September 2025 (and phase 1b in January 2028) have been revised to provide for ample concessions capacity, but a reduction from a complete build-out of all available space.

The table below illustrates the breakdown of the main concession categories per phase in the New T1.

Terminal 1 Area	Food & Beverage	Convenience Retail	Airport Lounge	Airline Lounge
Phase 1a (Sept. 2025)	19,289 SF	7,651 SF	Lobby 899 SF Interior Enclosed 6,860 SF Outdoor Occupiable 2,085 SF	0
Phase 1b (Jan. 2028)	12,797 SF	6,477 SF	0	Interior Enclosed 14,581 SF Outdoor Occupiable 2,392 SF
Total	32,096 SF	14,128 SF	11,909 SF	16,973 SF

Section 5: Leasing Opportunity

A. Opportunity Overview

The Authority wishes to make available a first-class, Airport Lounge to airline passengers that are not serviced by airline branded lounges. This opportunity is to elevate the Authority's lounge business by developing non-airline business through corporate users, walk-up passengers, and third-party memberships. The Airport Lounge should have a marketable brand to be used in promotional and marketing materials. The Authority's Airport Lounge design, services, and amenities should reflect the Airport and a San Diego "Sense of Place", while accommodating a wide range of current and potential new customers in the new T1 Terminal.

1. Design

- Visually welcoming entrance with maximum circulation area that exhibits a luxe hospitality experience.
- Provide a proposed layout demonstrating floor plan, including innovative elements and features.
- Include a multifunctional design with spaces for families, individuals, and business travelers.

2. Amenities

- Dining area with seating
- In-lounge restrooms
- Shower facilities
- Mother's Room
- Quiet Space
- Television lounge
- Individual workspaces
- Charging station for electronics
- Family focus area with kids' space
- Seating with electronic charging

- Flight Information Display (FIDS)

3. Services

- Food service
- Beverage center
- Full-service bar
- Cable television service
- Complimentary Wi-Fi
- Business center with printing capability (self-service)
- Concierge Services (Optional)
- Suitcase storage (Optional)
- Health and Wellness (Optional)

Respondent shall provide amenities and services three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting seasonal fluctuations and daily passenger traffic.

Respondent will accommodate Member Clients (if applicable), Airline Customers, and the General Public. Respondent may consider negotiating with existing and potential new entrant airlines to allow their premium passengers to access the Airport Lounge.

Respondent must offer a day use fee for all Airport passengers to access the Airport Lounge.

B. Unit Location

The specific opportunity in this RFP is a 9,844 square foot Unit Location for an Airport Lounge in the eastern portion of the new Terminal 1 facility. It is key that Respondent be able to show experience and proficiency with the type of operation proposed for this Unit Location.

- This specific Unit Location is depicted in a Lease Outline Diagram in Attachment S – Lease Outline Diagram.
- Utility connections to the lease line are shown in Attachment T – Utility Matrix.

- Food & beverage locations are distributed in all portions of the terminal and are shown in Attachment Q – New Terminal 1 Leasing Plan Map. The anticipated design, construction and opening of this Unit Location is reflected below as well as in Attachment U– Draft Tenant Improvement Schedule.

AIRPORT LOUNGE CONCESSION UNIT LOCATION OPPORTUNITY			
Unit Location #	Buildout	Concept Description	Square Footage
#418/091	Phase 1a	Airport Lounge – Common Use Outdoor space is optional.	Interior: 7,759 SF Outdoor: 2,085 SF Total: 9,844 SF

All concessions must be open and able to serve customers at least thirty (30) minutes prior to opening of the nearest TSA checkpoint and remain open until after the last outgoing departure each day. Current approved hours for Terminal 1 are 4:30 am to 10:00 pm. Flight schedules can vary and change frequently. Flight delays sometimes occur due to a variety of unplanned disruptions. Concessionaires will be required to be flexible to quickly extend hours of operations based on the need to serve passengers. In some instances, this may come at the request of Airport operations staff. The key documents for concessionaires to understand both contractual obligations and operating standards are included in “Attachment K - Draft Concession Lease Agreement” and “Attachment L - Concessions Operating Standards (COS),” respectively, both attached to and incorporated into this RFP. The Concessions Operating Standards are incorporated into the Lease by reference and may be amended or updated at any time in the sole discretion of the Authority.

Each airline schedules its service frequencies in advance by anticipating the level of demand in the marketplace. The number of available seats will inevitably be different than the number of actual passengers, however, airlines strive to fill a minimum of 75% of available seats. Average load factors at SAN in the pre-pandemic year 2019 were

more than 82% and in 2023 at 84%. The specific type of aircraft operated by airlines can vary from a 50-seat regional jet to a wide-body Airbus or Boeing aircraft for 200+ passengers. However, as noted previously, the new Terminal 1 will have multiple wide-body capable gates at both ends of the terminal.

C. Unit Location Base Building Conditions

The concession premises will be delivered as-is, where-is, cold dark shell condition in a two-level (L02 and L03) configuration where customers will enter an Airport Lounge Lobby from the departures level (L02). Once inside the Airport Lounge Lobby, customers will experience a double height space as the departures floor lobby communicates with the Level 3 (L03) main club space. Customers will have the option to rise up to L03 main Airport Lounge space either by an elevator or an open-air stairwell, The dedicated elevator for the Airport Lounge will be delivered as an unfinished cab allowing the Respondent the opportunity to design an elevator cab interior that meets its proposed design needs. Similarly, Respondent is required to provide a monument stair and railing system. The base building will be required to enclose the Airline Lounge entry lobby with fire rated doors and walls to meet the required fire life safety code separation from the concourse. Respondent may propose a re-design of the Lobby Entry facing the concourse (public side) within the designated area as illustrated in the Concession Design Manual (CDM) and shall maintain all requirements in accordance with Authorities Having Jurisdiction (AHJ). There is an optional rooftop area that is available for limited occupancy. Should Respondent wish to activate this outdoor space, the Respondent will be required to design, procure and install as needed all proposed improvements, including, but not limited to, structural upgrades to support both walking surface decking, utility extensions, security containment (e.g., minimum ten foot [10'-0"] high glass screens) requirements; and any other devices or elements (shading) Respondent proposes for this area. The limited occupiable area is based on the allowable occupancy governed by AHJ and based on the exiting provided.

Both the floors (L02 and L03) are exposed raw concrete on a composite structural pan deck (no topping slab). The base building outdoor roof is finished to serve as a roof only and has a proprietary assembly, that if allowed by the Authority to be modified to accommodate any additional improvements for occupancy, requires awarded Contractor to use the Authority's roofing contractor for all work. The floor transition at the L02 Lounge Lobby entry point will be a base building concourse 3/8" epoxy terrazzo with a zinc strip edge. Respondent will be required to provide a cold joint or threshold where its proposed flooring will transition from the concourse's 3/8" epoxy terrazzo into the lobby's raw concrete structural deck. Respondent will have the option to use epoxy terrazzo, carpet, or thin set tile for its lobby space flooring. The Lounge Space proper is on L03 and offers both an outdoor access to a roof with views to the north airfield and Points of Connection (POCs) providing the necessary utilities to support a full cooking kitchen in the west end of the space. The space will have back-of-house (BOH) access to a dedicated vertical core with a service elevator and stair in the west end of the space.

POCs will be provided either under deck (gravity systems) in the walls or overhead. Refer to Utility Matrix ("UM"), attached as "Attachment T - Utility Matrix" for further details. Respondent must review the utility matrix to understand what types of utility service and capacities are available. Respondent will be required to make final connections to utilities in compliance with the guidelines of the Authority as outlined in the various documents including the Authority's Concessions Design Manual ("CDM"), attached to, and incorporated into this RFP as Attachment M. The CDM, similar to the COS, may be amended or updated at any time in the sole discretion of the Authority.

Perimeter walls will be either open stud or finished interior when required to meet base building code for fire. Please see "Attachment S - Lease Outline Diagram" which includes details specific to this Airport Lounge Location. The following POC's are provided as noted in the UM along with service capacities:

- Base building Supply air and Return air ducts stubbed into space and capped.
- Empty electrical conduit with a pull string from point of connection back to service panel with space for breaker(s). Breakers provided by Respondent. Meter provided by Base Building; however, Respondent is responsible for installation, testing and commissioning.
- Gas line valved and stubbed into space. Regulator provided by Respondent. Meter provided by Base Building; however, Respondent is responsible for installation, testing and commissioning.
- Grease Exhaust and Make-up air duct routes or right-of-way will be provided to an opening in the roof. Roof mechanical pads will be provided. All ducts and rated shafts are provided by the Respondent, unless otherwise noted in the building drawings / model.
- Sewer line capped under deck.
- G.I. Line capped under deck.
- Domestic water line hot – valved and stubbed into space. Meter provided by Base Building; however, Respondent is responsible for installation, testing and commissioning.
- Domestic water line cold – valved and stubbed into space. Meter provided by Base Building; however, Respondent is responsible for installation, testing and commissioning.
- Turned up wet fire sprinkler heads.
- Fire Alarm point of connection.

Meters will be provided by base building for power, water domestic (hot and cold) and gas services. While base building will be providing the meters, Respondent is required to install, test, commission and maintain each meter.

Awarded Contractor will be required to retain the services of California licensed professionals for all design, engineering documentation and permitting as required by the AHJ's.

IMPORTANT: Respondent must become familiar with and understand all the information in the resources provided as key documents, including, but are not limited to, 1. Base building drawings and specifications (combination of PDF's and Revit model); 2. The Authority's CDM (Concession Design Manual); 3. The Authority's Design and Construction Guidelines for all base building interface requirements, i.e. points of connection for all utilities being served. This document will be provided upon award to the successful Respondent; 4. Utility Matrix to understand the types and capacities of utility infrastructure points of connection being provided and the Lease Outline Diagram (LOD). Not all documents are provided as part of this solicitation. Some documents will be provided after an agreement has been awarded. All this information must be comprehended and utilized in order for the Respondent to successfully complete the fit-out improvement of the shell space in a timely and efficient manner. Respondent is required to pay for the Expediated Permitting Services with the City of San Diego and the County of San Diego Health Department when submitting its plans for permit in order to assure priority review of plan check documents in the least time possible. Respondent is responsible for pursuing and acquiring all necessary permits as required by authorities with jurisdiction over the project.

Respondent must become familiar with and understand all the information in the resources stated below as key documents. The awarded Contractor will be required to design plans as the base building may not be (fully) completed for field verification of the premises. The information / key documents include, but are not limited to: 1. Base building drawings and specifications (combination of PDF's and a Revit model); 2. The Authority's CDM (Concession Design Manual); 3. The Authority's Design and Construction Guidelines for all base building interface requirements, i.e. points of connection for all utilities being served; 4. Utility Matrix to understand the types and

capacities of utility infrastructure points of connection being provided and the Lease Outline Diagram (LOD). Not all documents are provided as part of this solicitation. All Authority designated documents will be provided to the awarded Concessionaire upon execution of Non-Disclosure Agreements on file with the Authority. All this information must be comprehended and utilized in order for the awarded Concessionaire to successfully complete the fit-out improvement of the shell space in a timely and efficient manner. Awarded Concessionaire will be required to pay for all AHJ permits and processing based on the Agencies' fastest route including Rapid Permit Services with the City of San Diego and the County of San Diego Health Department when submitting its plans for permit in order to assure priority review of plan check documents in the least amount of time possible. Awarded Concessionaire will be responsible for pursuing and acquiring all necessary permits as required by AHJ over the project.

D. Office and Storage Space

Office and storage space ("Support Premises") should be considered within the premises, however, may be available at an additional square footage rental cost, (\$59.19 per square foot in 2023) with an annual CPI increase. Generally, Support Premises in any portion of the Airport is limited. The Respondent will be responsible for building out its Support Premise(s) at its sole cost and expense along with its concession premises. Storage spaces require 1-hour fire rated walls. California liquor regulations require caged, locked storage within a storage space, where applicable.

E. Utility Charges

The Authority is transitioning to a new methodology for charging concessionaires for utility use. The Authority will be responsible for installation and maintenance of utility meters (electrical, water/sewer, natural gas) at the Premises. Concessionaires shall pay the whole costs for all needed utility services provided to Concessionaire as calculated by the Authority.

F. Uncertainty – No Warranty

Operating a lounge in an airport environment is unique. Respondents are responsible for evaluating whether any specific opportunity is an appropriate fit for your financial circumstances, your business acumen, and your operational skills. The Respondent is responsible for the due diligence to determine whether you believe that you will be able to recover any investment or that the business will yield a profit. BY SUBMITTING A PROPOSAL, A RESPONDENT ACKNOWLEDGES THAT THEY UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS RFP AND RELATED DOCUMENTS, AND THAT NO WARRANTY OR REPRESENTATION OF ANY KIND IS BEING MADE BY THE AUTHORITY THAT THE RESPONDENT WILL RECEIVE ANY PARTICULAR LEVEL OF SALES, PROFITS OR OTHER ECONOMIC BENEFITS IF ENTERING A BUSINESS RELATIONSHIP WITH THE AUTHORITY. THE AUTHORITY WILL NOT CONSIDER ANY REQUESTS FOR RELIEF FROM FINANCIAL OR OTHER OBLIGATIONS IN AN EXECUTED LEASE AGREEMENT.

Section 6: Summary of Business Terms**A. Term**

The Operating Term for this Unit Location is fifteen (15) years from the applicable Rent Commencement Date, as defined in the Lease.

B. Capital Investment

At current (2024) typical design and construction costs, the initial start-up Capital Investment is anticipated to require more than \$9.5 million in investment funding. The Authority makes no warranty for the accuracy of this estimate, rather it is provided as a courtesy for planning purposes. Actual costs may be more or less. There is no minimum investment requirement, however, the quality of design and construction must meet the standards of the Authority's Concessions Design Manual ("CDM") which includes Authority approvals at numerous milestones toward completion. The CDM and a Road Map for tenant improvements are included as "Attachment M – Concession Design Manual". Respondents should not anticipate that they will be able to "value engineer" design or construction to measurably reduce costs.

In addition to the initial Capital Investment, a mid-term refurbishment at Lease Year Seven (7), or as is mutually agreed upon, is required. The mid-term refurbishment is not considered maintenance of the Concession Premises, rather it is intended to return the Concession Premises to “like new” conditions after many years of use by the traveling public. The Concessionaire will be required to re-invest fifteen percent (15%) of the Initial Capital Investment Amount, or an amount mutually agreed upon, subject to the Authority’s prior written approval at its sole discretion.

C. Rent

The successful Respondent will pay rent to the Authority on a monthly basis. Rent consists of Concession Premises Rent, Support Premises Rent (if applicable), and Additional Rent (if applicable). Concession Premises Rent is calculated as the greater of a Minimum Annual Guarantee (MAG) payment or Percentage Rent (rent based on a percentage of Gross Sales), excepting First Partial Year, and First Full Lease Year in which Concession Premises Rent is calculated as Percentage Rent.

1. Minimum Annual Guarantee/Annual Reconciliation

The purpose of the MAG is to provide the Authority with a steady minimum cash flow from concession operations throughout the Lease Year. Beginning the second Lease Year, the monthly MAG payment will be one-twelfth (1/12th) of eighty-five percent (85%) of Concession Premises Rent paid to the Authority during the First Full Lease Year. For example, if the Concessionaire paid one-hundred thousand dollars (\$100,000) in Concession Premises Rent in the First Full Lease Year to the Authority (calculated as Percentage Rent), beginning Lease Year two (2), the Concessionaire will pay the higher of \$7,083.33 ($(\$100,000 / 12 \text{ months}) \times 85\%$) or Percentage Rent. At the end of the Lease Year, the Concessionaire will provide an annual report to the Authority, and MAG/Percentage Rent payments will be reconciled for over- or underpayments.

2. Percentage Rent

Concession Premises Rent to the Authority may be based on Percentage Rent, which is calculated as a percentage of Gross Sales, if greater than the MAG. The Respondent

must make a financial offer of Percentage Rent on “Attachment I – Concession Premises Rent Offer Form” attached to and incorporated into this RFP. The rent proposal may be a flat percentage rent. A flat percentage rent may contain a schedule of diversified Concession Premises Rents based on categories (e.g., higher profit margin products such as alcohol).

D. Fees for Centralized Receiving and Distribution Center

As noted above, a key part of Airport logistics is the efficient movement of product in secure areas of the Airport facility. All food & beverage and retail products for sale must be delivered to the Airport’s Centralized Receiving and Distribution Center (“CRDC”) for security screening on the north side of the airfield at 2247 W. Washington Street. The CRDC is owned by the Authority which selects a vendor (currently Bradford Airport Logistics) to manage receipt, screening and delivery of products to locations designated by the Concessionaire. The estimated costs for receiving and distribution is shown in “Attachment R – Summary of Estimated Operational Costs.” While costs for receiving and distribution must be paid by concessionaires, the service also represents a cost-savings for tenants who do not use their own labor to handle the movement of product, garbage and recycling.

E. Ancillary Occupancy Costs

In addition to costs for the receiving and distribution of product to concession locations, every concessionaire, depending upon the specific nature of their operation, will have additional costs that are paid initially by the Authority, but billed back to concessionaires at-cost. The actual monthly cost may depend upon the specific type of operation. Any estimated costs are good faith estimates and are provided for informational purposes only. The Authority does not warrant the accuracy of the information provided. The information is provided in order to help Respondent prepare more accurate financial proformas. The cost for these services is illustrated in “Attachment R – Summary of Estimated Operational Costs.”

The Authority manages an Integrated Pest Control Management program based on experience that pest control is more effective when coordinated facility wide. The current pest control management contract allocates the monthly cost at \$0.123 cents per square foot of space (\$1.48 sf/year), with an annual increase of two percent (2%).

For concessionaires who operate grease producing equipment, including grease interceptors, Type I and Type II grease hoods and other exhaust, there are specific costs associated with the recycling of grease and maintenance of grease equipment. The Authority also manages coordinated grease management best-practices on behalf of its concessionaires. The Authority's third-party vendor for the CRDC also is responsible for retrieval of used grease. The Authority also holds the contract for cleaning and maintenance of grease hoods and exhaust ducts. Based on historical data, a high-producing grease location such as a Quick Serve Restaurant ("QSR") operation may incur costs as high as \$30,000 annually. These significant costs highlight the importance of efficient design for grease venting in order to reduce these ongoing costs.

The Authority's contracted janitorial vendor is responsible for the removal of trash and refuse generated from the operation of the premises. In addition, composting, recycling and used fryer grease are also retrieved by the designated contractor. By delegating this responsibility to Authority vendors, concessionaires can focus their staff on customer facing service and other important functions.

F. Possessory Interest Tax and Other Taxes

Airport concessionaires in the State of California are required to pay Possessory Interest Tax to the county in which the airport resides, in this instance, San Diego County. This tax is assessed directly by the County. Currently, this tax is 1% of the value of the concessionaire's Initial Capital Investment Amount. In addition, every concessionaire is required to pay an assessment to the County for zoo maintenance, school bond levies, community college levies and the San Diego County Water Authority. In total, this tax currently equals 1.23219% of the Initial Capital Investment

Amount annually. The Authority has no responsibility for any changes or increases to this tax assessment. This tax – as well as any other tax liabilities – must be accounted for in the proforma accompanying Respondent’s proposal.

Section 7: General Requirements

A. Minimum Requirements

Respondent shall address the Minimum Requirements as stated below in the cover letter of its proposal. A Respondent must have a minimum of three (3) years of experience of successfully operating at least one high-volume Airport Lounge or commercial street-side location as applicable to this RFP. This experience must be in the capacity of owner/operator. The Respondent must demonstrate in its proposal that it has the financial capacity for the Initial Capital Investment Amount as well as sufficient capital to sustain the business during the build-out phase prior to any revenue generation from the Unit Location.

In addition, the Respondent must provide written verification in its proposal that it has never defaulted on a prior agreement and never had an agreement terminated for cause. The Respondent must also disclose if it has forfeited or voluntarily surrendered unit locations in any U.S. airport within the last ten (10) years. If so, the Respondent must list and explain every instance of forfeiture or voluntary surrendered unit locations, explain the circumstances, and provide an airport reference for contact. Unit locations reclaimed by an airport for operational or other reasons are not included.

B. Security Deposit

A Respondent must have the ability to provide the Authority a security deposit in the form of an Irrevocable Standby Letter of Credit from a financial institution/bank that is acceptable to the Authority at the Concessionaire's sole cost and expense. In the First Full Lease Year and First Partial Year (if any), the security deposit shall equal one-half (1/2) of the projected rent payment to the Authority as shown in the proforma portion of the Respondent's proposal ("Attachment J – Proforma Analysis Form"). Commencing Lease Year two (2), the security deposit will adjust to equal one half (1/2) of the previous Lease Year's actual Concession Premises Rent payments to the Authority, regardless of how such payments were calculated. The Authority reserves the right to adjust the required security deposit in subsequent Lease Years.

C. Build-Out Requirements

The Respondent selected for the opportunity will be required to plan, design, and fully build out the Unit Location at their sole cost. A Draft Tenant Improvement Schedule to complete the build-out process is included as “Attachment U – Draft Tenant Improvement Schedule.”

Upon assuming possession of the Unit Location for build out, the Terminal 1 facility will remain under the control of the Design-Build Joint Venture team that is responsible for the overall new Terminal 1 project. There are a set of requirements for concessionaire teams that will be constructing within the facility. Some of these requirements may introduce additional costs for items such as specific protective gear for concessionaire contractor teams.

In addition, new Terminal 1 is being built to the goal of achieving LEED GOLD certification for the base building as a showing of the Authority’s commitment to sustainable design and construction.

Concessionaire is responsible for extending all necessary utilities within the space from the POC provided by the Authority. Existing utility systems consist of, electrical and emergency generator back-up, air conditioning/controls*, domestic water, sanitary sewer, grease interceptors, natural gas, fire alarm*, fire sprinkler*, communications* and security. (*Noted systems are Airport proprietary, requiring concessionaire integration).

Additional utility capacity requirements must be integrated with Airport infrastructure, stepping upstream to the extent needed to preclude a negative resultant. Where existing and additional capacities are to be integrated, the marriage must be thoroughly vetted to eliminate any adverse compromise.

D. Street Pricing

The Airport operates under a “Street Pricing Plus 15%” policy approved by the Authority Board which may be modified at the Authority Board’s discretion (“Street Pricing Policy”). The Street Pricing Policy means that concessionaires must be prepared to provide pricing for directly comparable street-side equivalent products and services for evaluation by the Authority, and upon Authority approval of the comparables, the concessionaire **may** add a premium airport price increase of up to 15%.

Concessionaires may elect to add this premium to all products and services. The Authority retains the discretion to determine if a full approval of all products and services and the frequency with which prices may be submitted for re-evaluation. Airport staff will make regular reviews for compliance with approved prices.

E. Proposal Validity

Respondent’s proposal shall remain valid for one hundred eighty (180) calendar days from the final date proposals are due for submission. By submission of a proposal, Respondents guarantee that their offer is firm for one hundred eighty (180) calendar days from the proposal due date. If an award is not made during that period, each Respondent shall automatically extend its offer for an additional one hundred twenty (120) days, unless Respondent indicates otherwise in writing to the Authority at least thirty (30) days prior to the last day of the original one hundred eighty (180) day validity period.

F. Insurance Requirements

Respondent shall secure the types and amounts of insurance set forth in the draft Concession Lease (Attachment K). Certificate(s) of Insurance evidencing all specified coverage shall be filed with the Authority prior to Concessionaire performing under the Lease or occupying the Airport. If the successful Respondent is unable to secure the required insurance, the Authority reserves the right to revoke the award and award the Lease to the next highest ranked Respondent, to negotiate with any Respondent regarding the services that are the subject of this RFP, or to take any other action that is

in the best interest of the Authority. Respondent is not required to provide proof of the required insurance with its proposal.

G. Prevailing Wage

State prevailing wage rates may apply to work performed under the Concession Lease. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to §§1720, 1720.2, 1720.3, 1720.4 and 1771.

Respondent is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

H. Airport Operational Safety and Security Requirements

The Airport operates under the safety and security requirements of the Transportation Security Administration (TSA), in cooperation with Airport Operations and Security staff. In order to operate at the Airport, concessionaires must comply with TSA security directives, including employee access badging requirements, inspection requirements, operational control and documentation procedures in existing and future directives issued by the TSA. Violations of security requirements may result in penalties and/or operational restrictions on concessionaire and/or concessionaire employees. Refer to "Attachment L – Concessions Operating Standards".

I. Authority's Standard Concession Lease

The Authority expects the successful Respondent to execute the Authority's "Attachment K - Concession Lease ("Lease")" is available for download on the Authority's bid management website with all related documents specific to this RFP. The Lease contains language which is standard to Authority leases and generally not negotiable. In instances where a Respondent takes exception to Lease language, the Respondent must provide the rationale supporting each exception and propose amended or substitute language and submit such information with its proposal utilizing the Excel template as "Attachment E - Exceptions to Lease Agreement" attached to this RFP. Respondent's exceptions to the Lease language may prevent Respondent from

advancing in the evaluation process. Respondent and the Authority understand that Respondent's failure to submit any exceptions to the Lease with its proposal constitutes Respondent's full acceptance of the Lease as written.

J. Authority Labor Policies

1. Labor Peace Policy for Food and Beverage and Retail Concessions

In September 2022, the Authority Board adopted Policy Section 6.02, entitled "Labor Peace Policy for Food and Beverage and Retail Concession," ("Labor Peace Policy") that requires Labor Peace Agreements ("LPA") between larger concessionaire companies and a labor union or unions that seek to represent concessionaire employees and request a labor peace agreement. An executed LPA is not a requirement for a Respondent to submit a proposal. Any Concessionaire, including subcontractors, engaged in Concession Operations (as that term is defined in the Labor Peace Policy) at the Airport must comply with the requirements of the Labor Peace Policy and all other applicable laws. The text of the Authority's Labor Peace Policy is available online for review: <https://www.san.org/Airport-Authority/codes-policies>, [Section 6.02 Labor Peace Policy](#). **Respondent must sign and submit "Attachment G - Labor Peace Policy Certification" with its proposal. A proposal will be found non-responsive for failure to sign and submit "Attachment G - Labor Peace Policy Certification".**

2. Worker Retention for Employees of Contractors and Subcontractors Providing Services at the Airport

In December 2010, the Authority Board adopted Resolution No. 2010-0142R, approving contractual language regarding worker retention for employees of contractors and subcontractors providing services at the Airport to be incorporated into RFPs for concessions ("Worker Retention Policy"). The full text of Resolution No. 2010-0142R is included in "Attachment F – Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy" attached to this RFP and incorporated

herein. While the new Terminal 1 program will create an increased number of employment opportunities, employees working in the existing Terminal 1 facility may be displaced when those locations are closed. Respondent must sign and submit Attachment F with its proposal which includes a Certification of Compliance with the Worker Retention Policy. Respondent certifies that it will comply with the Authority's Worker Retention Policy and any updates or successor worker retention policy of the Authority. The Authority will notify concessionaires of any updates or successor worker retention policy. **Failure to sign and submit the Certification of Compliance indicates that Respondent cannot comply with the Worker Retention Policy (or any updates or successor worker retention policy) and Respondent's proposal will be deemed non-responsive.**

K. Civil Rights Title VI Solicitation Notice

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and no business will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

L. Airport Concession Disadvantaged Business Enterprise Program

All businesses, including those who meet the definition of a socially and economically disadvantaged businesses, are encouraged to pursue concession opportunities at the Airport. In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Authority has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") Program Plan under which entities that meet the eligibility standards outlined in 49 CFR Part 23 may have the opportunity to operate an airport business. The Authority has a race-neutral ACDBE program. It is important to

understand that status as an ACDBE is considered on the whole with other factors in the overall evaluation of proposals. Though not required, the Authority encourages participation as part of its good faith effort to provide competitive opportunities for small, minority and disadvantaged businesses.

The Airport has historically achieved ACDBE participation in the range of 20% of total Gross Sales. Actual ACDBE participation during the most recent Federal fiscal year was 22.45% of total Gross Sales in the Airport Concessions Program. A recent study of available small/minority owned businesses suggests that 20% participation is an achievable goal. Any ACDBE participation in this lease opportunity will be applied to the Airport's overall goal.

Participation by ACDBE entities must meet specific standards in order to be counted as participation. The Authority may be audited for compliance by the FAA at any time. If you believe that you may qualify as an ACDBE, please contact the Authority's Small Business Development Program Manager, Christine Pham at cpham@san.org prior to the submittal of your proposal. The Authority's ACDBE Program Plan and Methodology documents are available at <https://www.san.org/business-opportunities/small-business-development#1618146-dbeacdbe>.

Section 8: General Terms & Conditions

It is the responsibility of the Respondent to examine this RFP document and attachments carefully, understand the Authority's characteristics and requirements, and evaluate all of the circumstances and conditions that may affect your proposal and the ultimate success of your operation. Respondents are responsible for anticipating both positive and negative aviation and general economic trends, such as economic recessions, over the course of a multi-year agreement and develop financial assumptions that are realistic and sustainable under a variety of typical business fluctuations in the aviation industry. Failure to understand the terms and conditions of the proposal requirements, operational conditions, or any other relevant documents or information does not relieve a successful Respondent from the requirement to comply with the requirements of this RFP or the terms of an executed Lease.

All costs, direct and indirect, associated with proposal preparation or related to any action taken in response to this RFP, are the responsibility of the Respondent. The Authority shall not be responsible in any manner for such costs and expenses. In the interest of environmental sustainability and cost reduction for Respondents, the Authority no longer requires hard copy submittal of proposals. All proposals must be submitted in electronic format.

A. Authority's Reservation of Rights

There is no guarantee that a Respondent will be interviewed and no guarantee that those interviewed will be awarded a Lease. Authority reserves the right to award an agreement contingent upon the Respondent's satisfactory completion of all conditions. This RFP constitutes only an invitation to prepare and submit a proposal and is not a request for a competitive bid or statement of qualifications for services.

The President/CEO reserves the right to reject any and all proposals; to waive any informalities or irregularities in any proposal received; to waive any requirement of the RFP documents as to the submitting procedure; to revise the RFP prior to the time for

final submission of written proposals or to revise the RFP documents at any time; to withdraw this RFP at any time; to extend the time for submittal of proposals; to conduct or not conduct interviews; to reschedule interviews scheduled; to recommend to the Authority Board none, one or more than one Respondent for an award.

The Authority reserves the right to award one or more leases on the basis of proposals submitted or to negotiate with the Respondent(s) found to offer the best proposal, at the Authority's option. By submission of its proposal, each Respondent agrees to be legally bound thereby if its proposal is accepted by the Authority. The Authority shall not be obligated to respond to any proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of any proposal.

Any and all leases arising out of a proposal submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its Board, officers, employees, or agents unless duly approved and executed by the Authority, in accordance with the Authority's Policies and applicable laws.

B. Respondent's Representation of Due Diligence

The submission of a proposal shall be deemed a representation and certification by the Respondent that it has investigated all relevant conditions, facts, circumstances, procedural requirements and aspects associated with this RFP, and that it has read, understands, and accepts the RFP as written.

C. Best and Final Offer

The Authority reserves the right to provide Respondents with an opportunity to submit a Best and Final Offer ("BAFO"). The BAFO process is an optional step in the evaluation and selection process. BAFO may be asked of all Respondents who submitted proposals, or only the top candidates. Respondents are not required to submit a BAFO and may respond by submitting a statement that their proposal remains as originally submitted.

The BAFO request will ask for specific information and have a deadline. Requested information may include a request to revise financial offers, provide additional information, or clarify specific areas in a Respondent's proposal. Neither the Respondent's rankings nor information on other proposals will be released during the BAFO process.

D. Award of Proposals

The Authority may award a Lease to the Respondent who demonstrates, in the Authority's sole judgment, that it is best capable of and will meet or exceed the Authority's goals for the Airport Concessions Program.

E. Acknowledgement

By submitting its proposal, Respondent acknowledges that the Authority has the right to make any inquiry or investigation that it deems appropriate to substantiate or supplement information and authorizes the release to the Authority of any and all information sought in such inquiry or investigation.

F. Withdrawal

No proposal may be withdrawn after it has been submitted to the Authority unless the Respondent so requests by letter and such request is received by the Authority before the time set for receiving proposals. No proposal may be withdrawn after the scheduled due date for a period of 180 calendar days.

G. Protest Procedures

All parties wishing to file a protest shall comply with the procedures set forth herein.

A protest relative to the solicitation process must be submitted in writing to the President/Chief Executive Officer of the Authority and be received by the Authority on or before 5:00 p.m. of the 10th business day following notification to the Respondent of a recommendation to award the agreement to one or more other firms. The protest shall contain a full and complete statement specifying in detail the grounds of the

protest and the facts in support thereof. All protests must be addressed to: Authority Procurement Department (Protest), 3270 Admiral Boland Way, San Diego, CA 92101. Three (3) copies must be received at the same time the original protest is delivered. Complete copies must be addressed to: (1) Office of General Counsel (Protest), (2) Procurement Manager (Protest), and (3) emailed to the Procurement Manager at contactprocurement@san.org.

- 1) The protest document must contain a complete statement of the factual and legal basis for the protest.
- 2) The protest document must refer to the specific portion of the solicitation, or other applicable document that forms the basis for the protest.
- 3) The protest must include the name, address, and telephone number of the person representing the protesting party.
- 4) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all others with a direct financial interest who might be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest.
- 5) The Procurement Manager or his/her designee overseeing the RFP will issue a written decision on the protest within five (5) working days following receipt of the written protest.
- 6) If the protest is rejected, the party filing the protest has five (5) working days from the date of the Procurement Manager's written decision to file an appeal to the Director of Procurement. The Director will issue a ruling with fifteen (15) working days following receipt of the written appeal. If the Director determines that the protest is frivolous, the party originating the

protest may be determined to be irresponsible and that party may be determined to be ineligible for the award of future agreements.

- 7) The procedure and time limits set forth in this paragraph are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government claim or legal proceeding.

H. Confidentiality of Proposal

All documents submitted in connection with this RFP are subject to disclosure in accordance with the California Public Records Act ("CPRA") (Cal. Gov. Code §7920.000, et seq.) Proposals will remain confidential until the Authority has concluded negotiations with the successful Respondent but may be released before final approval by the awarding authority (see *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065). Proposals will become the property of the Authority upon receipt. Should a Respondent assert that portions of its proposal are exempt from disclosure pursuant to the CPRA, Respondent must: (1) identify, in writing, all materials that the Respondent claims are exempt from disclosure; and (2) state the precise statutory basis upon which Respondent claims the material is exempt. General claims of exemption covering entire proposals or without asserting specific statutory authority will not be considered, and such proposals remain subject to disclosure by the Authority. The Respondent claiming an exemption under the CPRA must also agree and state in its proposal that, "The Respondent agrees: (1) to indemnify and hold harmless the Authority and its Board, officers, officials, directors, employees, agents, and volunteers (collectively, "Indemnified Parties") from any claims, liability or damages, including reasonable attorney's fees and court costs, against the Indemnified Parties; and (2) to defend any actions brought against the Indemnified Parties for its refusal to disclose materials Respondent claims are exempt from production under the California Public Records Acts to any party." Notwithstanding Respondent's assertion that materials are

exempt from production under the CPRA, the Authority retains absolute discretion to determine whether to disclose materials submitted by Respondent in response to the RFP and shall have no liability to Respondent for such disclosure.

I. Indemnity and Cost

The Respondent agrees to defend, indemnify, and hold harmless the Authority and its Board, officers, officials, directors, employees, agents, and volunteers for any claims of copyright, patent or trademark infringement arising out of, caused directly or indirectly by the acts or omissions of the Respondent in relation to this RFP and the proposal.

Each party responding to this RFP shall bear all of its own costs and expenses, direct and indirect, associated with or related to any action taken in response to this RFP, and the Authority shall not be responsible in any manner for such costs and expenses.

Proposals, including all drawings, plans, photos, and narrative material, shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that the Authority selects. The Authority shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestions, layout, or plan received during its proposal process.

J. Equal Opportunity Contracting Statement

All businesses, including those that meet the definition of socially and economically disadvantaged, as defined in 49 Code of Federal Regulations ("CFR") Part 23 and Part 26, will be provided equal access to participate in the performance of all Authority and in DOT-assisted contracting and leasing opportunities. In the procurement of service and consulting agreements and the purchase of supplies, materials and equipment, the Authority's President/CEO or their designee shall be responsible for following all procedures required by (1) the Authority, (2) the San Diego County Regional Airport Authority Act, as amended from time to time, and (3) other applicable federal, state and local laws.

K. Equal Opportunity Requirements

All companies interested in conducting business with the Authority shall not discriminate against any employee or applicant for employment, because of race, color, religion, gender, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age (40 years and older), sexual orientation, pregnancy or other non-job-related criteria. Interested companies shall also take action to assure that applicants and employees are treated without regard to the same criteria listed above.

L. Small Business Development

The Authority encourages small businesses to contact all potential concessionaires on the RFP mailing list if they are interested in participating in this process. The Authority discourages prime concessionaires from imposing limitations on small businesses on the number of other proposals they wish to participate in as subcontractors or sublessees.

Section 9: Proposal Content and Submission Instructions

Respondents are required to follow the format and assemble its proposal as specified below. The content of the proposal must be organized, clear, concise, complete and in the order as stated below. The proposal shall be limited to a maximum of fifty (50) pages. The page count does not include: the Respondent's cover letter; required Attachments; required Exhibit submittals (as specified in Sections 10-17); table of contents; and section dividers. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Respondent shall complete and submit with its proposal:

A. Cover Letter. Not to exceed two (2) pages and shall include the following information.

1. **Understanding of Business Opportunity:** Respondent shall provide a brief statement indicating its clear understanding of the business opportunity in new Terminal 1 and an explanation regarding Respondent's unique capabilities to meet or exceed the expectations of the Authority as specified in this RFP.
2. **Respondent Contact Information:** Respondent shall provide the name, title, phone, and email of the person responsible for the primary communication with the Authority regarding Respondent's proposal.
3. **Minimum Requirements:** Respondent shall provide a brief written response to demonstrate that it meets the Minimum Requirements as stated in Section 7: General Requirements, in this RFP. A detailed written response will be required as part Section 10: Experience and Section 11: Financial Capability.
4. **Lease Exception:** Respondent shall provide a statement acknowledging that the Respondent does not take exceptions to the Authority's Lease. If Respondent does take exception to the language in the Lease, Respondent must provide a statement of said exception and complete "Attachment E - Exceptions to Lease Agreement" and submit said attachment with its proposal. Failure by Respondent to submit the statement described above or provide an "Attachment E" within Respondent's proposal shall constitute acceptance of the language in the Lease.

B. Submittal Checklist - “Attachment D – Submittal Checklist”. Respondent shall submit all deliverable items as listed in “Attachment D – Submittal Checklist” and include the completed submittal checklist, “Attachment D,” with its proposal. The submittal checklist is to ensure that every required document is included in Respondent’s proposal. The Authority will not be responsible for failure to include required documents.

C. Attachments, Exhibits, General Narratives, and References.

1. **Attachments.** All required Attachments as specified in this RFP.
 - a) Attachment A: Business Organization Statement
 - b) Attachment B: Declaration of Non-Collusion
 - c) Attachment C: Equal Employment Opportunity (voluntary)
 - d) Attachment D: Submittal Checklist
 - e) Attachment E: Exceptions to Lease Agreement (if applicable)
 - f) Attachment F: Worker Retention Information Form and Certification
 - g) Attachment G: Labor Peace Policy Certification
 - h) Attachment H: ACDBE Joint Venture Information Form
 - i) Attachment I: Concession Premises Rent Offer Form
 - j) Attachment J: Proforma Analysis Form
2. **Exhibits.** All Exhibits as requested in Sections 10 through 17 of this RFP. Please read Proposal Submission Instructions and “Attachment D - Submittal Checklist” carefully. Each Exhibit has specific instructions regarding formats of the document and where each document is to be uploaded to the Authority’s bid management website.
3. **General Narratives and/or References.** Each section in Sections 10 through 17 of the RFP requests for narratives and/or references. Respondent shall submit all narratives and/or references. Respondent’s narratives and references shall be counted towards the Maximum Proposal Page Limit.

D. Proposal Submission Instructions.

Respondents must be registered as a vendor on the Authority's website to electronically submit proposals, receive important updates or instructions, addenda, and Q&A.

Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Proposals submitted to the Authority after the specified due date and time in the RFP shall be rejected as late. No late proposals will be accepted.

Respondent shall submit its proposal electronically to the Authority's online bid management website. Respondent shall upload the following fifteen (15) separate Response Files:

1. The first (1st) Response File shall contain in the following order: Cover Letter; Attachment D: Submittal Checklist; Attachment A: Business Organization Statement; Attachment B: Declaration of Non-Collusion; Attachment C: Equal Employment Opportunity (voluntary); Attachment F: Worker Retention Information Form and Certification; Attachment G: Labor Peace Policy Certification; and all General Narratives and/or References in response to Sections 10 – 17, in PDF format.
2. The second (2nd) Response File shall contain "Attachment E – Exceptions to Lease Agreement," if applicable, in Excel format.
3. The third (3rd) Response File shall contain "Section 11, Exhibit 1 – Balance Sheet and Income Statements" in PDF format.
4. The fourth (4th) Response File shall contain "Section 11, Exhibit 2 – Organizational Chart" in PDF format no larger than 11"x17".
5. The fifth (5th) Response File shall contain "Section 11, Exhibit 3 – New Organization Statement and Net Worth", if applicable, in PDF format.
6. The sixth (6th) Response File shall contain "Section 11, Exhibit 4 – Access to Capital and Exhibit 5 - Outstanding Capital Commitments", both documents to be submitted in PDF format.

7. The seventh (7th) Response File shall contain "Section 13, Exhibit 6 – Floor Plans" in PDF format no larger than 11"x17".
8. The eighth (8th) Response File shall contain "Section 13, Exhibit 7 – Architectural Plans" in PDF format no larger than 11"x17".
9. The ninth (9th) Response File shall contain "Section 14, Exhibit 8 – Staffing Plan, Section 14, Exhibit 9 - Operational Standards Plan and Section 14, Exhibit 10 - Customer Service Plan", all documents to be submitted in PDF format.
10. The tenth (10th) Response File shall contain "Section 15, Exhibit 11 - Environmental Sustainability Plan" in PDF format.
11. The eleventh (11th) Response File shall contain "Section 16 - ACDBE Joint Venture Information Form", if applicable, in PDF format.
12. The twelfth (12th) Response File shall contain "Section 16, Exhibit 12 – ACDBE Joint Venture Agreement", if applicable, in PDF format.
13. The thirteenth (13th) Response File shall contain "Section 17 – Proforma Analysis Form" in Excel format.
14. The fourteenth (14th) Response File shall contain "Section 17 – Proforma Analysis Form" in PDF format.
15. The fifteenth (15th) Response File shall contain "Section 17 – Rent Offer" Form in PDF format.

E. Confirmation Notice

Upon Respondent's successful submission of its documents, the Respondent will receive a confirmation number. It is recommended that the confirmation number be printed and retained for Respondent's records.

F. Inquiries

1. RFP/Addenda Questions

If discrepancies or omissions are found by any Respondent or there is doubt as to the true meaning of any part of the RFP, a written request for clarification or interpretation shall be submitted before the deadline set forth below in this RFP. Questions submitted

after this time will not be considered. Any clarification or interpretation or change to the RFP will be by written addendum signed by an authorized representative of the Authority. The Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addendum. A copy of each addendum will be posted on the Authority's website. Any addenda so issued are to be considered a part of the RFP document.

THE AUTHORITY, ITS BOARD, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTION, MODIFICATION, OR CLARIFICATION RELATED TO THIS RFP. RESPONDENTS SHALL NOT RELY UPON ORAL COMMUNICATIONS.

All RFP related correspondence shall be emailed to Karie Webber at: kwebber@san.org.

2. Other Communications

A Respondent who conducts or arranges for any communication not provided for in this RFP with the President/CEO, a Board Member, any Authority employee or member of the Panel regarding this RFP may be disqualified. See Authority Code 2.12.

G. Schedule, Pre-Proposal Conference, Questions

This Request for Proposal (RFP) is specific to an Airport Lounge Concession Unit Opportunity.

The overall proposal schedule consists of a series of milestones achieved prior to award of the opportunity. These milestones are largely driven by the progress of the design/build project to deliver new Terminal 1 to the Authority, thus are *subject to impact and change*.

The Respondent's key milestones are stated in Section 2: Proposal Schedule and detailed below.

1. **Pre-Proposal Conference** (Participation is not mandatory)

This conference will be broadcast via virtual Webinar with a dial-in option. The meeting is an opportunity for potential Respondents to listen to an overview of the solicitation and procurement process. Questions will not be addressed as part of this session. Interested parties may submit questions following the virtual meeting in accordance with the instructions described below.

The meeting will begin at 2:00 pm, Pacific Standard Time, Thursday, August 22, 2024, via Microsoft Teams.

[Join the meeting now](#)

Meeting ID: 258 713 082 099

Passcode: miLDRL

Or, Dial in by phone

[+1 619-737-2396,,636136706#](tel:+16197372396636136706)

2. **Deadline to Submit Questions**

All questions regarding this opportunity must be submitted via the Authority's bid management web portal. Questions must be submitted no later than 2:00 pm, Pacific Standard Time, Thursday, August 29, 2024. The Authority will post all questions and responses to all participating Respondents via the Authority's bid management web portal. The Authority reserves the right to accept and respond to questions as it deems appropriate.

3. **Proposal Due Date and Time.** Proposals must be received by 2:00 PM Pacific Standard Time, September 18, 2024. Late proposals will be rejected.

4. **Interviews**

The Authority will determine if in-person interviews are necessary as part of the evaluation process. If conducted in-person, interviews will take place in San Diego, California.

Section 10: Experience

The purpose of the response to this section is to allow the Respondent to demonstrate its firm's experience, expertise, and ability to successfully perform the services required in this RFP as well as meet the demands and challenges of operating in an airport environment.

A. General Narrative Information - Experience

The information submitted in response to this section must include a narrative for each of the following items, in the same order as listed below.

1. Respondent shall provide a brief narrative history of the business since its inception. If a newly formed entity, provide this history for all the participating members.
2. Respondent shall provide any changes in company name(s) and ownership structure and/or any other names under which the Respondent has conducted business.
3. Respondent shall explain in detail the business's operating experience that includes:
 - a. Number of years of relevant experience of operations, airport or street-side location.
 - b. Number of locations currently in operation and specific experience operating an Airport Lounge.
 - c. Indicate the approximate number of current full-time and part-time employees, if applicable, in currently operational airport or street-side locations operated by the Respondent.
4. Respondent shall list any judgements or lawsuits currently pending or judgements rendered against the Respondent business in the last ten (10) years. If the Respondent is a newly formed organization (e.g., joint venture, partnership, etc.), please provide this information for each participating members of the newly formed organization.
5. Respondent shall list any lawsuits filed by the Respondent or the Respondent business in the last ten (10) years. If the Respondent is a newly formed organization

(e.g., joint venture, partnership, etc.), please provide this information for each participating members of the newly formed organization.

6. Respondent shall explain if its firm or any of its members have ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, been named as a defendant in any legal proceedings, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence. If the Respondent is a newly formed organization (e.g., joint venture, partnership, etc.), please provide this information for each participating members of the newly formed organization.
7. Respondent shall explain any leases/locations or awards which have been prematurely relinquished, terminated, or assigned in the last three (3) years.

B. Reference Operations

Respondent shall provide descriptions of up to three (3) current operations most relevant to this RFP. If a newly formed organization, please provide the same for all participating members of the new entity. For each of these relevant operations, please list:

1. Gross sales for up to the prior four (4) calendar years. You may exclude pandemic year 2020 from this information.
2. Square footage and sales per square foot or sales per enplanement.
3. Enplanements over the same period as provided, e.g., calendar years 2017-2023 YTD (if applicable).
4. Average sales per transaction.
5. Term of lease.
6. Base rent or rent per square foot.
7. Percentage rent (if applicable).
8. Actual rent paid.

9. Names, affiliations, telephone and email contact information for the current landlords or property managers for each of these locations who will be familiar with the day-to-day operations of your business.
10. Photograph or rendering of each location, embedded in narrative. Do not submit separate documents.

Section 11: Financial Capability

The purpose of the response to this section is to allow the Respondent to demonstrate its firm's financial capability and stability to successfully operate in a challenging environment such as an airport. The Respondent must demonstrate that it has the financial capability to fulfill the commitments of the Lease.

A. Required Exhibit Submittals - Financials

Respondent must submit as exhibits in PDF format or other prescribed format, to be included with all other elements of this RFP, the following:

1. Balance sheet and income statements for each of the last three (3) fiscal years for the prime concessionaire in accordance with generally accepted accounting principles (GAAP). Label this: "Exhibit 1 - Balance Sheet and Income Statements".
2. A company organizational chart that clearly delineates lines of responsibility from the Executive Level to the local management level (if known). Label this: "Exhibit 2 – Organizational Chart."
3. If the Respondent is a newly formed organization, such as an ACDBE Joint Venture, the Respondent must include a certified statement of the names of the officers of the organization, the principal occupation of all members of the organization's board, and certified statements of personal net worth as well as tax returns for each of the past two (2) years of the prime participants in the organization. Label this: "Exhibit 3 – New Organization Statement and Net Worth."

Section 12: Capital Investment

The purpose of the response to this section is to allow the Respondent to provide the estimated capital investment (per square foot, and total) that will be made to build out the Unit Location, and the reinvestment to be spent on mid-term refurbishment.

The initial Capital Investment is anticipated to require \$12 million or more in investment funding. The Authority makes no warranty for the accuracy of this estimate, rather it is provided as a courtesy for planning purposes. Actual costs may be more or less.

A. Required Exhibit Submittals

Respondent is required to complete and submit its proposed initial build-out cost in “Attachment J – Proforma Analysis Form”. In addition to the initial build out costs, a mid-term refurbishment investment equal to fifteen percent (15%) of the Initial Capital Investment Amount will be required and must be included in the “Attachment J – Proforma Analysis Form”. It is recommended to use fifteen percent (15%) in the Proforma Analysis for evaluation purposes; however, Respondent may at the time of the mid-term refurbishment, submit a different amount with a detailed explanation for the difference and subject to the Authority's prior written approval in its sole discretion.

1. Respondent shall provide a demonstration of its firm's access to investment capital by identifying and substantiating the sources and amounts of funding to be used for tenant improvements and working capital. This may consist of bank statements or letters of support from commercial banks or other lenders. Label this: “Exhibit 4 – Access to Capital.”
2. Respondent shall identify outstanding capital commitments for its firm's other airport or street-side locations which have been awarded or leased but have not yet completed tenant improvements. Include information about any specific locations planned for tenant improvements listed by airport (or other), concept, square

footage, anticipated/committed capital investment and timeline. Label this: "Exhibit 5 – Outstanding Capital Commitments."

B. General Narrative

1. The Respondent also should demonstrate an understanding of the higher capital investment that is typical for an airport location. Careful attention to the standards provided in the Concessions Design Manual (Attachment L) is critical.

Section 13: Unit Location – Design and Materials

The purpose of this portion of your response to this section is for Respondent to describe the quality of its proposed Unit Location design, the efficient use of limited space, and the selection of appealing, durable and environmentally sustainable materials.

A. Required Exhibit Submittals

In addition to the narrative information requested below, the Respondent must submit as exhibits in PDF format, scaled to a 11" x 17" format suitable for printing, to be included with all other elements of its proposal:

1. A Unit Location floor plan showing all elements of the operations, such as equipment placement, queuing areas, condiment stands, in-unit waste and recycling receptacles, customer seating, etc., with an eye to a customer-centric design and cost-effective use of limited space to maximize capacity. Respondent must stay within the applicable lease lines as described in "Attachment S – Lease Outline Diagram" for Unit Location, i.e., do not add space that is outside the lease line. Label this: "Exhibit 6 – Floor Plan."
2. A scaled architectural plan including elevation renderings. Label this: "Exhibit 7 – Architectural Plan."

B. General Narrative Information

Respondent shall provide in narrative form the following merits/strengths of its proposed design or alternative designs for alternative concepts:

1. Respondent shall describe how the Unit Location design reinforces a San Diego sense of place as explained in "Attachment M – Concession Design Manual (CDM)". The key to a successful design is the ability to express the San Diego sense of place *without* the overt use of cliché symbols or icons in the design.

2. Respondent shall describe the approach and/or plan for the service of its customers, e.g., queuing configuration and capacity, appropriate size, type, and dwelling areas intended for customers.
3. Respondent shall describe any particular challenges to the design or operation of the Unit Location, and how Respondent plans to address those challenges. Examples could be unusual utility requirements, access to storage, equipment needs, etc.
4. Respondent shall provide information about environmental sustainability considerations planned for the design and build-out of the Unit Location, such as material procurement and other sustainable practices.
5. Respondent shall state if its firm anticipates its tenant improvement project to qualify for any type of environmental certification or award, such as LEED or CalGreen Voluntary Measures. While LEED certification is encouraged, it is not required unless a single concession Unit Location is greater than 10,000 sq ft. Such qualifications (such as LEED) are encouraged, but not required.

Section 14: Management/Staffing, Operations, and Customer Service

The purpose of this section is to provide Respondents with the opportunity to demonstrate an ability to responsibly and efficiently operate an Airport Lounge in the airport environment. The Respondent must also demonstrate its commitment to reliable, safe, clean, and well-maintained operations.

A. Required Exhibit Submittals

In addition to the narrative information requested below, the Respondent must submit as exhibits in PDF format, the following to be included with all other elements of this proposal response:

1. Respondent shall provide a hypothetical Staffing Plan for the Unit Location for an average week showing all proposed hours of operation, employee positions by category and on-site management staff. Label this: "Exhibit 8 – Staffing Plan".
2. Respondent shall provide a draft Operating Standards Plan that includes standards and procedures for daily cleaning and maintenance (indicate areas and frequency), equipment and fixture upkeep, preventive maintenance schedules for equipment and any forms used to track and document in the Unit Location. Label this: "Exhibit 9 – Operational Standards Plan".
3. Respondent shall provide a SAN-specific Customer Service Plan that includes at a minimum: customer service training (frequency, schedule, content) procedures for tracking and addressing customer complaints, quality assurance procedures to ensure staff are providing quality customer service. Training manuals may also be included by exhibit. Label this: "Exhibit 10 – Customer Service Plan".

B. General Narrative Information

Respondent shall provide in narrative form how its proposed operation will deliver a high-quality experience and product that exceeds customer expectations:

1. Respondent shall describe its experience with high customer volume operations, including the use of technology to expedite service, mitigate delays and provide a "no-touch" means of service delivery where appropriate.
2. Respondent shall explain its firm's philosophies and goals regarding recruitment and retention of management and front-line staff.
3. Respondent shall describe the methods its firm may use to adapt to fluctuating customer volumes throughout the year, e.g., the seasonality of airline business.
4. Respondent shall respond to this hypothetical scenario:

Envision learning that in five (5) days, the main security checkpoint closest to your location is changing its hours to open 45 minutes earlier in the morning (from 5:00 am to 4:15 am) to accommodate surging travel. How do you act on this information once notified by the Authority staff?

Section 15: Environmental Sustainability

The Authority is committed to building an enduring and resilient enterprise by effectively managing its financial, social, and environmental risks, obligations, and opportunities. The purpose of this portion of your response is to describe how the Respondent will assist the Authority in meeting its long-term environmental sustainability goals at SAN. These goals are highlighted in the Authority's Sustainability Management Program summary document available on the Authority's website at <https://www.san.org/Airport-Projects/Environmental-Affairs> along with other topic-specific sustainability plans. The document and plans provide more detailed information about the goals, related performance metrics, and priority strategic initiatives.

Airport-wide goals especially applicable to concession operations are outlined below. Interim milestones are also presented below in summary to facilitate timely and tangible progress towards the goals:

Carbon Neutrality

2035 Goal: Reduce carbon emissions by 30% airport-wide on a per passenger basis.

- **2025 Milestone:** 50% of concession Unit Locations are actively participating in the SAN Green Concessions Program, <https://www.san.org/Shop-Dine-Relax/Green-Concessions>.
- **2030 Milestone:** 100% of concession Unit Locations are actively participating in the SAN Green Concessions Program.

Zero Waste

2035 Goal: Divert 90% of solid waste materials from landfills through a combination of reuse, recycling and composting.

- **2025 Milestone:** Replace single-use plastic water bottles with sustainable alternatives, including recyclable aluminum, glass, or BPI-certified compostable material.
- **2030 Milestone:** Replace single-use foodservice ware, including cups, utensils, stirrers and straws and other accessories, with PFAS free and BPI-certified compostable material.

Clean Transportation

2035 Goal: 15% of employees use sustainable transportation methods (e.g., public transit, bicycles, vehicle sharing, such as carpools and/or vanpools) to commute to work at the Airport.

- **2025 Milestone:** All concessionaires participate in the iCommute San Diego program to help facilitate alternative commute options for concession employees.
- **2030 Milestone:** 100% of concessions employees have access to no-cost monthly transit passes for the Metropolitan Transit System.

A. Required Exhibit Submittals

In addition to the narrative information requested below, the Respondent must submit as an exhibit in PDF format, the following to be included with all other elements of its proposal:

1. An Environmental Sustainability Plan that describes the specific policies, procedures, and programs that the Respondent will implement to align with the Authority's Year 2035 environmental sustainability goals and meet the related interim milestones. These initiatives should go beyond what is required by federal, state, and local laws. Label this: "Exhibit 11 - Environmental Sustainability Plan".

B. General Narrative Information

Respondent shall address in narrative form the following merits/strengths of its proposed Environmental Sustainability Plan:

1. Respondent shall describe how its firm's Environmental Sustainability Plan aligns with its broader company goals and commitments.
2. Respondent shall describe any environmental sustainability-focused policies and programs that its firm has successfully implemented at another airport or other concession location.
3. Respondent shall describe how its proposed onsite employees would be trained and engaged to help implement its firm's Environmental Sustainability Plan.
4. Respondent shall describe how its firm will track its progress assisting the Authority in meeting its long-term environmental sustainability goals.

Section 16: Small, Local, Veteran, and Minority Owned Business Inclusion

The Authority Board supports the creation of business opportunities that support entrepreneurial initiative, economic growth, and prosperity. To that end, the Authority recognizes that small businesses (including but not limited to local, minority and veteran owned) are the key to success and prosperity in our local, regional, and national economies.

The Authority also recognizes that small business inclusion can be defined in many different ways. A partnership between small businesses to pool resources can be considered a small business. Even a small business operator of national franchise brand-name concept is still a small business.

A. Required Exhibit Submittals

In addition to the narrative information requested below, if a Respondent is a joint venture, the Respondent must submit as exhibits in PDF format, to be included with all other elements of its proposal:

- A signed “ACDBE Joint Venture Information Form” included as Attachment H to this RFP.
- A copy of a DRAFT joint venture agreement that meets the FAA requirements for joint ventures with roles/responsibilities and investment commensurate with the percentage of ownership. A joint venture agreement will require the review and approval by the Authority prior to the execution of a lease agreement. Label this document: “Exhibit 12 – Draft Joint Venture Agreement”.

For specific information about the FAA requirements, please download the FAA’s joint venture guidance document at:

https://www.faa.gov/sites/faa.gov/files/about/office_org/headquarters_offices/acr/JVGuideFinal508.pdf

NOTE: Joint ventures, which include a combined ACDBE participation of twenty percent (20%) investment and participation, will receive the maximum small business participation consideration as detailed in Section 17: Evaluation Criteria and Selection Process below.

B. General Narrative Information

The Authority is committed to an inclusionary approach in concessions development. Respondent shall address in narrative form the following information for consideration as a small/local/veteran/minority owned business, a small business joint venture, or a commitment to small business inclusion:

1. Respondent shall provide information regarding the degree to which it considers itself to be a small business.
2. Respondent shall provide information in its narrative regarding inclusion of small business, which may include, but not be limited to:
 - a. Sourcing products and/or supplies and/or providing product placement opportunities for products produced by small businesses.
 - b. Providing mentorship to one or more small businesses in the day-to-day management of a concession and this shall include an outline describing how post-award follow up, coaching and training will be conducted to ensure the small businesses have tools and support to be successful.
 - c. Contracting with small businesses in the design and construction of a tenant improvement.
 - d. Any other information useful in the support of small business participation.

Section 17: Financial Projections and Rent Offer

The purpose of this section is to provide the Respondent an opportunity to document and clarify its firm's underlying financial assumptions for the successful operation of the business.

Percentage Rent

Respondent's sales projections will be evaluated for reasonableness based on historical performance of the specific category at SAN, and/or performance by the operation in other locations. Revenue to the Authority will be evaluated based upon the proposed Percentage Rent relative to projected gross sales for the Operating Term of the Unit Location. The sales projections in Respondent's proposal will be used in the evaluation of the total revenue to the Authority; however, the Authority in its sole discretion may evaluate projections as described above. At Respondent's discretion, proposal may include alternative rent proposals contingent upon variable factors. For example, the Authority will consider alternate rent proposals based on increasing Percentage Rent as sales increase throughout the Lease Year.

Note: Respondent shall not propose tiered rent by category (e.g., food, alcohol, entrance fees, etc.).

A. Required Exhibit Submittals

In addition to the narrative information requested below, Respondent shall include the following information by completing the specified provided Attachment:

- Respondent shall submit with its proposal, a completed financial proforma for the Unit Location. Respondent MUST use the applicable fillable proforma template provided as "Attachment J – Proforma Analysis Form" attached to and incorporated as part of this RFP. Respondent must submit Attachment J in both Excel and PDF format.

- Respondent shall submit with its proposal, a completed Concession Premises Rent Offer Form included as Attachment I as part of this RFP. NOTE: Respondent will not propose a Minimum Annual Guarantee. A Minimum Annual Guarantee will be established beginning Lease Year Two (2) based on 85% of the First Full Lease Year Concession Premises Rent, divided by twelve (12) equal monthly installments.

B. General Narrative Information

Respondent shall address in narrative form the reasoning and analysis related to the viability of its firm's financial offer:

1. Respondent shall explain how variability in those assumptions still allows for the flexibility to achieve and maintain profitability.
2. Respondent shall provide details of the approach behind the projected gross sales, descriptions of each revenue source and detail behind expense projections.

THIS SECTION 17 IS THE LAST SECTION REGARDING REQUIRED PROPOSAL CONTENTS.

Section 18: Evaluation Criteria and Selection Process

The Authority is conducting this RFP process for the purpose of selecting a Respondent with the proposal that most closely meets the objectives of the Airport Concessions Program. The Authority will conduct a preliminary review of the basic responsiveness of the proposal to ensure that Respondent meets all of the requirements of the RFP.

The Authority will establish an evaluation panel (“Panel”) to evaluate the proposals and conduct interviews in accordance with the Evaluation Criteria in this RFP. The Panel may short-list Respondents for this RFP in an effort to more closely evaluate the highest ranked Respondents. The Panel may request interviews with short-listed Respondents. Those who are invited to interview may have Evaluation Criteria reevaluated by the Panel as part of the interview process. The Authority also may request supplemental information from Respondents or others and may consider the supplemental information in its evaluation.

Evaluation Criteria

The Panel will evaluate Respondent’s proposal and interview, if invited, based on the information provided in response to the Evaluation Criteria set forth below. The following criteria are listed in a relative order of importance to the Authority.

A. Experience

The Authority will evaluate Respondent’s length and breadth of experience in operating an airport lounge, balancing the interests of numerous stakeholders and the traveling public. Such prior experience must be of a similar operation for a minimum of three (3) years. In addition to the submitted exhibits, attachments, and narrative information illustrating comparable operations, the Authority reserves the right to supplement its evaluation with information obtained from other sources.

B. Financial Projections and Rent Offer

The Authority places importance on the Respondent’s ability to realistically assess its sales potential, costs of operation, capital investment and other factors impacting

overall profitability. A Rent offer (financial offer) must be reasonable and sustainable over the course of the Term of the Lease.

C. Unit Location Design and Materials and Capital Investment

The Authority places importance on the Respondent's ability to demonstrate in its Unit Location/design and choice of construction materials that it understands the unique requirements of the airport environment. Careful attention to the standards provided in "Attachment L – Concessions Design Manual (CDM)" is critical.

Respondent shall be evaluated on its firm's understanding of the higher capital investment that is typical for an airport location.

D. Management/Staffing, Operations and Customer Service

The Authority places importance on the Respondents' demonstrated ability to operate a concession in a high volume, secure and otherwise demanding environment. No other venue places the kinds of exceptional demands for efficient management, careful staffing, scheduled deliveries and customer service, like an airport. Respondent will be evaluated on its demonstration of its commitment and ability to be flexible and adjust for irregular airline operations or other disruptive events.

E. Environmental Sustainability

The Authority places importance on a Respondent's demonstrated commitment to the Authority's sustainability goals. The Authority is committed to the fight against global climate change and has developed targets outlined in this RFP, which Respondent should aim to meet or exceed over the course of the Term of the Lease.

F. Small, Local, Veteran, and Minority Owned Business Inclusion

The Authority places importance on a Respondent's ability to demonstrate that they are a small, local, veteran, or minority owned business, and/or airport concession disadvantaged business enterprise, and/or entity that supports small business in the

airport environment by way of joint venture participation, design/construction, product sourcing, mentoring programs or other initiatives.

G. Financial Capability

The Authority places importance on selecting a Respondent who can demonstrate the ability to capably manage its firm's finances and will evaluate financial statements to understand Respondent's financial capability to deliver on its commitments.

Respondent will provide information demonstrating a high level of financial robustness, stability and flexibility. The Authority expects information which provides assurance that the Respondent will be able to undertake the obligations provided in the Concession Lease and withstand unforeseen delays or other events that may occur and satisfy schedule and other applicable performance commitments for the build-out of the Unit Location, as determined by the Authority.

END OF REQUEST FOR PROPOSAL

Attachment A – Business Organization Statement

Business (or Individual) Legal Name: (Exactly as it is to appear on the Agreement)

Name and Title: (of individual authorized to execute the Agreement on behalf of Respondent)

Agreement Mailing Address: City: State: Zip:

Telephone Number: Email:

Business Type, if applicable, include State where incorporated, (i.e., a California Corporation, a Nevada Limited Partnership, a Sole Proprietor, etc.).

If using a fictitious business name ("DBA") state name and provide evidence of Cal. Bus. & Prof. Code §17900 *et seq.*

Business Annual Gross Receipts: **Age of Business:** _____ Years _____ Months
a. ☐ Less than \$500,000 b. ☐ \$500,000 to \$1,000,000
c. ☐ \$1,000,000 to \$2,000,000 d. ☐ \$2,000,000 to \$5,000,000 e. ☐ Over \$5,000,000

Addenda: By my signature below I acknowledge receipt of all addenda, if any. Addenda are located in this RFQ's addenda section on the Authority's website. State the addenda number(s), if any, you have received:

Debarment: Have you or your firm ever been debarred from doing business with any government entity?

Yes _____ No _____

If the answer is "YES," please provide information regarding each debarment by listing on an attached paper the following information; (1) debarring government entity; (2) dates of debarment; and, (3) reason of debarment.

If Partnership, Partnership Name(s): _____

If Partnership, has it done business in California? _____ Yes _____ No

Is Partnership Agreement Recorded? _____ Yes _____ No

Partnership Information: _____
Date Book Page County State

If Joint Venture, Joint Venture Name(s): _____

If Joint Venture, has it done business in California? _____ Yes _____ No

Is Joint Venture Agreement Recorded? _____ Yes _____ No

Joint Venture Information: _____
Date Book Page County State

Signature: _____

Title: _____

Print Name: _____

Date: _____

Attachment B – Declaration of Non-Collusion

DECLARATION OF NON-COLLUSION TO ACCOMPANY PROPOSAL (HEREINAFTER "Proposal")

State of _____)

County of _____)

_____, being first duly sworn, deposes and states:
Name of Declarant

That he/she is _____
Title

of _____ ,
Name of Respondent

and submits herewith the attached Proposal to the San Diego County Regional Airport Authority; that the is not Proposal in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or a sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other Respondent, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his/her/its Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto; that Respondent has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof, to effectuate a collusive or sham Proposal. Respondent further swears under penalty of perjury under the laws of the State of California that all information in the Proposal and this Declaration is true and correct.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to executed, and does execute, this declaration on behalf of the Respondent.

Dated: _____, 20____.

Signature of Declarant

Attachment C – Equal Employment Opportunity

You may acquire the race / ethnic and gender information necessary for this report either by visual surveys of the work force, or from post-employment records as to the identity of employees. Eliciting information on the race / ethnic identity of an employee by direct inquiry is not encouraged.
*Submission of the following information is voluntary and will not affect any contracting decision.

- A. **Corporate Work Force** refers to the number of persons employed by a corporation or business, including all departments or offices. All full-time and/or part-time employees must be reported.

Job Group	Male					Female					TOTAL
	White	Black	Hispanic	Asian Pacific	American Indian	White	Black	Hispanic	Asian Pacific	American Indian	
Officials / Managers											
Professional Office Staff											
Skilled / Unskilled Staff											
TOTAL											

- B. **Project Work Force** refers to the number of persons employed by the corporation or business who are assigned to work pertaining to this solicitation. All full-time and/or part-time employees must be reported.

Job Group	Male					Female					TOTAL
	White	Black	Hispanic	Asian Pacific	American Indian	White	Black	Hispanic	Asian Pacific	American Indian	
Officials / Managers											
Professional Office Staff											
Skilled / Unskilled Staff											
TOTAL											

Business Name: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____



ATTACHMENT D – SUBMITTAL CHECKLIST

Respondent shall complete and submit with its proposal this “Attachment D – Submittal Checklist”.

Respondent shall ensure that the documents listed below have been reviewed, and if applicable, submitted with its proposal. Where it is stated in the RFP that Respondent shall submit a specific Attachment, Exhibit, or Document, Respondent shall complete this checklist with “Submitted” in the Respondent Action Column for each Attachment, Exhibit, or Document.

All other Attachments or Documents shall be read and acknowledged by the Respondent completing this checklist with “Reviewed” in the Respondent Action Column for each Attachment or Document.

NOTE: THIS “ATTACHMENT D – SUBMITTAL CHECKLIST” IS FOR ADDITIONAL REFERENCE. PLEASE REFER TO THE APPLICABLE SECTION NUMBER WITHIN THE RFP FOR DETAILED LABELING INSTRUCTIONS.

Response File:	Document:	Document Format:	Respondent Action Column: “Reviewed” or “Submitted”
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Respondent’s Cover Letter	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment D - Submittal Checklist	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment A - Business Organization Statement	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment B – Declaration of Non-Collusion	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment C - Equal Employment Opportunity (voluntary)	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment F – Worker Retention Information Form and Certification	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	Attachment G – Labor Peace Policy Certification	PDF	
1 st Response File (Label PDF Package “Respondent’s Proposal”)	RFP Sections 10-17: General Narratives and References	PDF	
2 nd Response File	Attachment E – Exceptions to Lease	Excel	
3 rd Response File 4 th Response File 5 th Response File	RFP Section 11: Exhibit 1 - Balance Sheet / Income Stmt. Exhibit 2 – Organizational Chart Exhibit 3 – New Org. Stmt./Net Worth	PDF	
6 th Response File 6 th Response File	RFP Section 12: Exhibit 4 – Access to Capital Exhibit 5 – Outstanding Capital Commitments	PDF	

7 th Response File 8 th Response File	RFP Section 13: Exhibit 6 – Floor Plan Exhibit 7 – Architectural Plan	PDF	
9 th Response File 9 th Response File 9 th Response File	RFP Section 14: Exhibit 8 – Staffing Plan Exhibit 9 – Operational Standards Plan Exhibit 10 – Customer Service Plan	PDF	
10 th Response File	RFP Section 15: Exhibit 11 - Environmental Sustainability Plan	PDF	
11 th Response File 12 th Response File	RFP Section 16: Attachment H – ACDBE Joint Venture Information Form, if applicable Exhibit 12 – Draft ACDBE Joint Venture Agreement, if applicable	PDF	
13 th Response File	RFP Section 17: Attachment J - Proforma Analysis Form	PDF	
14 th Response File	RFP Section 17: Attachment J - Proforma Analysis Form	Excel	
15 th Response File	RFP Section 16: Attachment I – Rent Offer Form (PDF)	PDF	
Review Only	Attachment K – Draft Concession Lease Agreement		
Review Only	Attachment L - Concessions Operating Standards (COS)		
Review Only	Attachment M - Concessions Design Manual (CDM)		
Review Only	Attachment N – Existing Concessions Map		
Review Only	Attachment O – Passenger Traffic Summary		
Review Only	Attachment P – Concessions Sales History		
Review Only	Attachment Q - New Terminal 1 Leasing Plan Map		
Review Only	Attachment R – Summary of Estimated Operational Costs		
Review Only	Attachment S - Lease Outline Diagrams		
Review Only	Attachment T – Utility Matrix		
Review Only	Attachment U - Draft Tenant Improvement Schedule		

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Instructions to Respondent: Respondent shall sign this Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy ("Certification") of the San Diego County Regional Airport Authority to confirm Respondent has reviewed in its entirety the Worker Retention Policy and certifies that it will comply with the Worker Retention Policy, and any updates or successor worker retention policy of the Authority. Any concessionaire will be notified of any updated or successive worker retention policy.

Failure to sign this Certification and submit with a Respondent's proposal indicates Respondent cannot comply with the Authority's Worker Retention Policy, and any updates or successor worker retention policy of the Authority. Respondent's proposal will be found non-responsive if not signed and not included in its proposal.

Certification of Compliance with Worker Retention Policy of the San Diego County Regional Airport Authority

As per Authority Resolution 2010-0142R (included herein), the Authority is utilizing a competitive solicitation process in the award of this solicitation. The use of this competitive solicitation process will result in the award of a Contract to the same or a different contractor. When this process is completed and a new agreement is in place, it may result in changes in the management, supervising team, managerial skills, technologies, techniques, themes, and costs. These changes, however, do not necessarily require replacement of the workers and employees ("Incumbent Workers") currently performing services under the terminating agreement.

Incumbent Workers possess valuable knowledge, skills and experience concerning the performance of the agreement being awarded, having provided the same or nearly identical services under the one or more concession agreements at San Diego International Airport. Incumbent Workers have received Airport security and safety training. They possess Airport badges, having passed some level of security screening in order to receive badges. The Authority recognizes the experience, skills, benefits, and knowledge of Incumbent Workers as a valuable and important asset. Additionally, Worker Retention provides continued employment opportunities for Incumbent Workers who wish to continue working for the contractor providing services under the new agreement. Given the recognized advantages of retaining Incumbent Workers, the Authority encourages providing all qualified Incumbent Workers an opportunity to be rehired and compete for retention of these jobs.

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Worker Retention is applicable to this competitive solicitation process and agreement. A responsive proposal to this solicitation contains a certification that Respondent will implement a program that, at a minimum, includes the following components.

The hiring or retention of Incumbent Workers who have been employed for the preceding twelve (12) months or longer by the terminated contractor, with Incumbent Workers retained for a period of ninety (90) days, unless there is cause to terminate their employment sooner;

Employment of the Incumbent Workers during the ninety (90) day period under the terms and conditions established by the successful contractor or as required by law or other applicable agreement;

Application of the term “contractor” to subcontractors where applicable;

Where pooling of Incumbent Workers by job classification occurs, interviewing and hiring by the successful contractor from such pools for the first six (6) months of operations at the Airport or until the terminated contractor completely ceases operations at the Airport, whichever is later;

Maintenance by the successful contractor of a preferential hiring list of Incumbent Workers not initially hired; and

Release from the obligation to hire from the job classification pools when all of the Incumbent Workers within a job classification pool have received a ninety (90) day employment offer or the pooling period as defined above has expired.

Any proposal that indicates the Respondent cannot meet these minimum worker retention standards will be considered non-responsive and will not be considered for further evaluation. The Authority will award additional consideration during the evaluation process, in the form of bonus points, for any Respondent that initials below and agrees to the following:

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Retain Incumbent Workers for a minimum of one-hundred eighty (180) days, rather than ninety (90) days as stated in the minimum requirements.

Initials: _____

By: _____

The following are exemptions from the Worker Retention Policy:

Small businesses that operate with less than ten (10) employees;

Management positions; and

Positions requiring a specialized skill or license not available from the pool of Incumbent Workers.

Respondent shall include any proposed exemption(s) addressed herein in its proposal.

By signing below, Respondent agrees to comply with the Authority's Worker Retention Policy, and any updates or successor worker retention policy of the Authority. A concessionaire will be notified of any updates to the policy or successive worker retention policy.

Any person executing this certification on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this certification on behalf of the Respondent.

Dated: _____, 20____.

Signature of Respondent

Name

Title

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

RESOLUTION NO. 2010-0142R

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING CONTRACTUAL LANGUAGE REGARDING "WORKER RETENTION FOR EMPLOYEES OF CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT" TO BE INCORPORATED INTO THE REQUEST FOR PROPOSAL (RFP) SOLICITATIONS FOR CONCESSIONS (RETAIL, FOOD AND BEVERAGE), AIRPORT SHUTTLE SERVICES AND PARKING SERVICES.

WHEREAS, the San Diego County Regional Airport Authority ("Authority") recognizes that retaining existing service workers for concessions (retail, food and beverage), airport shuttle services and parking services creates a work environment that promotes job security among contractors' employees and maintains the Authority's interest in continuous operations of services at San Diego International Airport ("Airport") using experience and trained workers; and

WHEREAS, the Authority utilizes a competitive solicitation process to award service contracts which results in the award of a new contract to the same or a different contractor, and

WHEREAS, the award of a new service contract does not necessarily include the need to replace all of the existing workforce providing Airport services under that contract; and

WHEREAS, the requirement of worker retention for specified employees of contractors and subcontractors providing certain Airport services recognizes that:

- Incumbent workers provide invaluable knowledge and experience acquired on-the-job with regard to the specific work they perform at the Airport;
- Replacing experienced existing workers who are already trained and knowledgeable to perform their jobs decreases efficiency and results in a disservice to the Authority, the community and the traveling public;
- Retaining existing employees reduces the likelihood of labor disputes and labor disruptions;

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Resolution No. 2010-0142R

Page 2 of 2

- Retaining existing incumbent employees promotes security and safety through the continued use of already screened and trained employees with a history of demonstrated trustworthiness.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves contractual language regarding "Worker Retention for Employees of Contractors and Subcontractors Providing Services at San Diego International Airport" (Attachment B), to be incorporated into the RFP solicitations for Concessions (retail, food and beverage), Airport Shuttle Services and Parking Services.

BE IT FURTHER RESOLVED that the Board FINDS that this action is not a "project" as defined by the California Environmental Quality Act ("CEQA"), Pub. Res. Code §21065; and further is not a "development" as defined by California Coastal Act, Pub. Res. Code §30106.

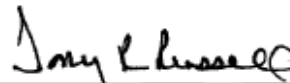
PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 20th day of December, 2010, by the following vote:

AYES: Board Members: Boland, Cox, Finnila, Gleason, Panknin, Robinson, Smisek, Young

NOES: Board Members: None

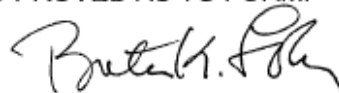
ABSENT: Board Members: Desmond

ATTEST:



TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:



BRETON K. LOBNER
GENERAL COUNSEL

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Attachment B: Proposed Worker Retention Language Reflecting Board Discussions

The San Diego County Regional Airport Authority ("Authority") is utilizing a competitive solicitation process in the award of this [as applicable: service or concession] contract at San Diego International Airport ("Airport"). The use of this competitive solicitation process will result in the award of a new contract to the same or a different contractor. When this process is completed and a new contract is in place, it may result in changes in the management, supervising team, managerial skills, technologies, techniques, themes and costs. These changes, however, do not necessarily require replacement of the workers and employees ("Incumbent Workers") currently performing services under the terminating contract.

Incumbent Workers possess valuable knowledge, skills and experience concerning the performance of the [as applicable: service or concession] contract being awarded, having provided the same services under the terminating contract. Incumbent Workers have received Airport security and safety training. They possess Airport badges, having passed some level of security screening in order to receive badges. The Authority recognizes the experience, skills, benefits and knowledge of Incumbent Workers as a valuable and important asset. Additionally, Worker Retention provides continued employment opportunities for Incumbent Workers who wish to continue working for the contractor providing services under the new contract for [as applicable: food, beverage, retail, news/gifts, parking, or airport shuttle services]. Given the recognized advantages of retaining Incumbent Workers, the Authority encourages providing all qualified Incumbent Workers an opportunity to be rehired and compete for retention of these jobs.

Worker Retention is applicable to this competitive solicitation process and contract. A responsive proposal to this solicitation contains a written program that, at a minimum, includes the following components:

- The hiring or retention of Incumbent Workers who have been employed for the preceding twelve (12) months or longer by the terminated contractor, with Incumbent Workers retained for a period of ninety (90) days, unless there is cause to terminate their employment sooner;
- Employment of the Incumbent Workers during the ninety (90) day period under the terms and conditions established by the successful contractor or as required by law or other applicable agreement;
- Application of the term "contractor" to subcontractors where applicable;
- Where pooling of Incumbent Workers by job classification occurs, interviewing and hiring by the successful contractor from such pools for the first six (6) months of operations at the Airport or until the terminated contractor completely ceases operations at the Airport, whichever is later;
- Maintenance by the successful contractor of a preferential hiring list of Incumbent Workers not initially hired; and
- Release from the obligation to hire from the job classification pools when all of the Incumbent Workers within a job classification pool have received a ninety (90) day employment offer or the pooling period as defined above has expired.

Attachment F: Worker Retention Information Form and Certification of Compliance with the Worker Retention Policy

Any proposal that does not meet these minimum worker retention standards will be considered non-responsive. The Authority will establish additional consideration during the evaluation process (in the form of bonus points) for any proposals that exceed these standards.

The following are exemptions from Worker Retention:

1. Small businesses that operate with less than ten (10) employees.
2. Management positions.
3. Positions requiring a specialized skill or license not available from the pool of Incumbent Workers.

Attachment G

Labor Peace Policy Certification

Instructions to Respondent: Respondent shall sign this Certification of Compliance with Authority Policy 6.02 – Labor Peace Policy for Food and Beverage and Retail Concession (“Certification”) to confirm Respondent has reviewed in its entirety the Labor Peace Policy and certify that it will comply with the Authority’s Labor Peace Policy, and any amendments.

Failure to sign this Certification and submit with a Respondent’s proposal indicates Respondent cannot comply with the Authority’s Labor Peace Policy. Respondent’s proposal will be found non-responsive if not signed and not included in its proposal.

Certification of Compliance with Authority Policy Section 6.02 –
Labor Peace Policy for Food and Beverage and Retail Concessions

This Certification of Compliance with Authority Policy 6.02 “Labor Peace Policy for Food and Beverage and Retail Concessions” (“Labor Peace Policy”) is to be completed and signed by all Respondents, including any and all joint venture partners or franchises.

Each Respondent must execute and submit this Certification in order for the Respondent’s proposal to be deemed responsive.

Respondent shall include any proposed Exemption(s) addressed in the Labor Peace Policy in its proposal.

By signing below, Respondent agrees to comply with the Authority’s Labor Peace Policy, and any amendments.

Any person executing this certification on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this certification on behalf of the Respondent.

Dated: _____, 20____.

Name

Signature of Respondent

Title

Attachment H

ACDBE Joint Venture Information Form

(To Be Submitted with Joint Venture Agreement)

Please Use Additional Sheets if Necessary

1. Name of Joint Venture: _____

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

3. Firms participating in joint venture: (add pages as necessary)

Name of first 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 second 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: _____

Attachment H

ACDBE Joint Venture Information Form

4. Total anticipated capital contribution over agreement term:

	Initial \$	Initial %	Date	Future Estimated \$	Future Estimated %
Non-ACDBE					
ACDBE 1					
ACDBE 2					
ACDBE 3					
ACDBE 4					
ACDBE 5					
Total					

5. Sources of funds for the ACDBE(s) capital contribution: (add pages as necessary)

6. Describe specific portion of the work or elements of the business that the ACDBE(s) will control: (add pages as necessary)

7. Describe specific portion of the work or elements of the business that the non-ACDBE will control: (add pages as necessary)

8. 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.): (add pages as necessary)

9. Describe each ACDBE's share in the profits of the joint venture: (add pages as necessary)

Attachment H

ACDBE Joint Venture Information Form

10. Describe each ACDBE's share in the profits of the joint venture: (add pages as necessary)

11. Describe the ACDBE's share in the risks in the profits of the joint venture: (add pages as necessary)

12. Describe in detail the roles and responsibilities of each joint venture participant with respect to managing the joint venture on a day-to-day basis: (add pages as necessary)

a. ACDBE joint venture participant: _____

b. Non-ACDBE joint venture participant: _____

13. Describe in detail the roles and responsibilities of each joint venture participant with respect to operation of the joint venture: (add pages as necessary)

a. ACDBE joint venture participant: _____

b. Non-ACDBE joint venture participant: _____

14. Identify which firm is responsible for and describe the 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, financing institutions, suppliers, subcontractors, and/or other parties:

Attachment H

ACDBE Joint Venture Information Form

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 1	ACDBE Firm 2	ACDBE Firm 3	ACDBE Firm 4	ACDBE Firm 5	Joint Venture
Management							
Administrative							
Support							
Hourly Employees							
Total							

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

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.

Joint Venture Agreement	attached <input type="checkbox"/> yes <input type="checkbox"/> no
Promissory Note	attached <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A
Loan Agreement	attached <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A
Other Agreements (specify below)	attached <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A

NOTE: In order to demonstrate the ACDBE venture's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the ACDBE's own forces, (3) work items to be performed under the supervision of the ACDBE venture; and (4) the commitment of management, supervisory and operative personnel employed by the ACDBE to be dedicated to the performance of the joint venture.

Attachment H

ACDBE Joint Venture Information Form

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

SUBMITTED BY:

Non-ACDBE Partner: _____ Date: _____

Signature

Name Title

ACDBE Partner: _____ Date: _____

Signature

Name Title

ACDBE Partner: _____ Date: _____

Signature

Name Title

ACDBE Partner: _____ Date: _____

Signature

Name Title

ACDBE Partner: _____ Date: _____

Signature

Attachment H

ACDBE Joint Venture Information Form

Name	Title
ACDBE Partner: _____ Date: _____	
Signature	

Name	Title
ACDBE Partner: _____ Date: _____	
Signature	

Name	Title
------	-------

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

____ The bidder/offeror is committed to a minimum of ____ % ACDBE utilization on this contract.

____ The bidder/offeror (if unable to meet the ACDBE goal of ____%) is committed to a minimum of ____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

Attachment H

ACDBE Joint Venture Information Form

LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

Attachment I

Concession Premises Rent Offer Form

During each year of the term of the Agreement, for the right and privilege of operating a concessions business within the Premises identified in this RFP, the undersigned company proposes to pay the Authority monthly beginning on the applicable Rent Commencement Date, the greater of items #1 or #2 below:

1. Beginning in Lease Year two (2), one-twelfth (1/12) of the Minimum Annual Guarantee, calculated as 85% of Percentage Rent, as defined herein, from the First Full Lease Year; beginning in Lease Year three (3), one-twelfth (1/12) of the Minimum Annual Guarantee, calculated as 85% of Concession Premises Rent from the prior Lease Year.

For the First Partial and First Full Lease Year, Concession Premises Rent will be paid based on a percentage of Gross Sales proposed under item #2.

OR

2. Proposed Percentage Rent(s) calculated as follows:

Flat Rate Percentage Rent of:

Proposed Percentage Rent in Number Format	Proposed Percentage Rent in Words
_____ %	

OR

Categories Percentage Rent of:

Annual Gross Sales	Proposed Percentage Rent in Number Format	Proposed Percentage Rent in Words
Food and Non-Alcoholic Beverages	_____ %	
Alcoholic Beverages	_____ %	
Facility User Fees	_____ %	

Attachment I

Concession Premises Rent Offer Form

Other Fees and Services
(please detail)

_____ %

The Minimum Annual Guarantee and Percentage Rent will be reconciled annually, as set forth in the draft Lease.

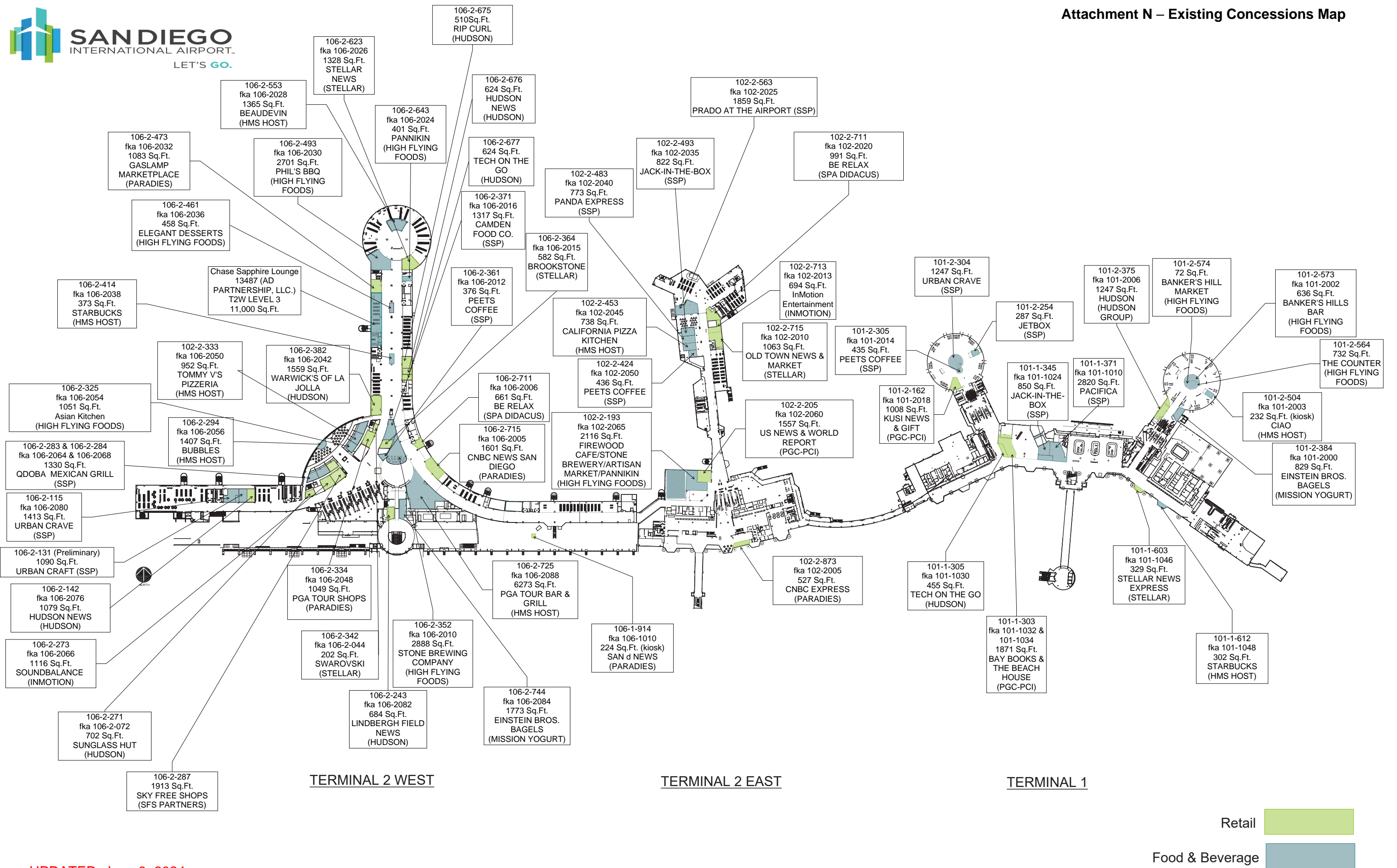
Concessionaire must sign this form below to certify that this Concession Premises Rent Offer is supportable throughout the term of the Lease.

BY: _____

DATE: _____

(Authorized Company Representative)

(Printed Name and Title of Authorized Company Representative)



Attachment O – Passenger Traffic Summary

2024 ENPLANEMENTS BY AIRLINE YTD					
AIRLINE	TERMINAL	JAN 2024	FEB 2024	MAR 2024	APR 2024
Southwest Airlines	T1E	303,127	287,494	349,802	334,861
Frontier Airlines	T1W	23,988	27,998	37,106	43,567
Spirit Airlines	T1W	22,889	22,650	22,361	23,142
Sun Country Inc	T1W	3,622	2,900	4,521	4,626
Alaska	T2E	122,204	131,785	171,630	177,443
American	T2E	116,124	116,270	128,837	122,989
Allegiant Air	T2E	1,063	1,369	1,415	1,311
Air Canada	T2W	4,340	8,970	10,429	5,475
JetBlue	T2W	16,821	17,800	21,914	21,248
British Airways	T2W	7,761	6,614	9,115	8,513
Condor	T2W	0	0	0	0
Delta Air Lines	T2W	108,795	109,183	134,909	135,271
Hawaiian	T2W	12,499	11,198	10,789	12,066
Japan Airlines	T2W	2,327	2,331	2,699	2,400
Lufthansa	T2W	2,322	1,558	2,692	5,218
United	T2W	104,602	113,066	137,154	140,109
Virgin America	T2W	0	0	0	0
Edelweiss Air	T2W	0	0	0	0
Swoop.	T2W	0	0	0	0
WestJet	T2W	2,411	2,349	2,841	3,332
SkyWest		0	0	0	0
	MONTHLY TOTALS	854,895	863,535	1,048,214	1,041,571

2024 ENPLANEMENTS BY TERMINAL YTD				
TERMINAL	JAN 2024	FEB 2024	MAR 2024	APR 2024
T1E	303,127	287,494	349,802	334,861
T1W	50,499	53,548	63,988	71,335
T2E	239,391	249,424	301,882	301,743
T2W	261,878	273,069	332,542	333,632
MONTHLY TOTALS	854,895	863,535	1,048,214	1,041,571

Attachment O – Passenger Traffic Summary

2023 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	AIRLINE TOTALS
Southwest	T1E	295,155	290,029	347,881	357,609	371,837	394,400	409,007	359,936	352,481	370,479	348,103	352,038	4,248,955
Frontier	T1W	21,918	23,207	31,209	30,533	34,920	37,235	38,950	36,564	36,443	38,788	33,295	31,492	394,554
Spirit	T1W	24,630	24,207	26,731	25,889	20,830	19,915	22,541	24,304	25,355	27,636	27,152	26,209	295,399
Sun Country	T1W	2,870	2,590	3,059	3,056	3,261	4,319	5,270	4,320	2,379	2,797	3,863	4,182	41,966
American	T2E	94,726	94,947	110,910	106,360	107,911	116,633	125,371	121,572	113,102	122,621	116,810	117,877	1,348,840
Alaska	T2E	137,014	134,838	163,338	161,328	163,137	172,469	179,149	170,329	147,861	160,473	165,454	172,238	1,927,628
Allegiant Air	T2E	1,003	2,198	4,978	4,967	4,745	13,581	14,895	7,495	635	1,496	1,934	2,015	59,942
Air Canada	T2W	7,715	9,181	11,231	9,972	11,408	17,450	16,519	17,255	12,798	10,387	9,891	10,787	144,594
JetBlue	T2W	17,823	18,482	27,010	25,754	28,143	24,861	21,125	21,743	26,223	26,823	25,241	22,484	285,712
British Airways	T2W	6,297	6,434	9,417	8,743	9,438	9,082	8,900	8,915	9,266	8,397	8,240	8,122	101,251
Condor	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta	T2W	102,120	95,245	123,162	123,526	126,117	138,992	147,571	134,834	123,343	134,794	123,007	128,770	1,501,481
Hawaiian	T2W	10,121	10,790	12,560	12,670	13,040	13,484	13,921	11,137	11,579	12,722	11,635	11,045	144,704
Japan Airlines	T2W	2,578	2,337	2,874	2,224	2,968	3,077	4,003	2,895	2,533	2,850	2,339	2,542	33,220
Lufthansa	T2W	2,520	1,839	3,703	3,360	3,026	3,603	4,946	4,539	3,475	3,143	3,038	2,730	39,922
United	T2W	97,317	96,627	121,322	122,710	130,535	137,852	146,528	146,889	135,626	148,070	133,704	133,599	1,550,779
Virgin America	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Edelweiss	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Swoop	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
WestJet	T2W	2,279	2,499	2,528	2,547	2,427	3,767	5,211	4,486	3,527	3,424	2,619	2,956	38,270
SkyWest		122	0	220	0	0	0	0	0	0	0	0	0	342
	MONTHLY TOTALS	826,208	815,450	1,002,133	1,001,248	1,033,743	1,110,720	1,163,907	1,077,213	1,006,626	1,074,900	1,016,325	1,029,086	12,157,559
2023 ENPLANEMENTS BY TERMINAL														
T1E	295,155	290,029	347,881	357,609	371,837	394,400	409,007	359,936	352,481	370,479	348,103	352,038		4,248,955
T1W	49,418	50,004	60,999	59,478	59,011	61,468	66,761	65,188	64,177	69,221	64,310	61,883		731,919
T2E	232,743	231,983	279,226	272,655	275,793	302,688	319,415	299,396	261,598	284,590	284,198	292,130		3,336,410
T2W	248,892	243,434	314,027	311,506	327,102	352,168	368,724	352,693	328,370	350,610	319,714	323,035		3,840,275
MONTHLY TOTALS	826,208	815,450	1,002,133	1,001,248	1,033,743	1,110,720	1,163,907	1,077,213	1,006,626	1,074,900	1,016,325	1,029,086		12,157,559

Attachment O – Passenger Traffic Summary

2022 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	AIRLINE TOTALS
Southwest	T1E	200,305	232,345	303,191	335,910	348,571	385,085	416,319	409,791	372,941	385,944	369,659	293,701	4,053,762
Frontier	T1W	17,859	18,443	21,625	22,464	24,661	24,659	25,338	25,305	27,052	29,600	26,990	28,098	292,094
Spirit	T1W	8,431	9,830	15,549	15,482	19,112	28,352	32,536	32,551	28,032	23,972	22,320	21,450	257,617
Sun Country	T1W	2,463	2,219	2,549	3,820	3,058	3,992	4,710	3,815	2,021	2,938	3,736	3,921	39,242
American	T2E	79,561	79,799	107,934	92,149	99,249	111,480	112,383	110,169	102,438	110,547	102,686	101,754	1,210,149
Alaska	T2E	101,926	113,652	154,560	165,047	172,169	173,985	182,285	171,328	151,681	158,408	153,984	150,047	1,849,072
Allegiant Air	T2E		761	1,835	2,739	5,263	12,815	13,894	9,273	4,943	4,717	4,528	4,235	65,003
Air Canada	T2W	1,729	1,853	6,228	6,500	8,617	9,762	11,290	12,058	12,156	12,167	9,316	8,803	100,479
JetBlue	T2W	11,555	14,805	19,710	25,545	23,425	22,593	25,184	20,699	25,382	26,189	24,729	22,924	262,740
British Airways	T2W	4,457	2,558	5,147	7,620	8,108	7,882	5,983	6,318	7,153	7,298	6,795	7,680	76,999
Condor	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta	T2W	74,742	78,503	114,032	112,030	112,413	114,356	120,807	130,013	123,286	125,501	116,317	109,964	1,331,964
Hawaiian	T2W	9,399	9,310	12,272	12,830	12,847	13,209	13,312	12,884	12,546	13,127	11,656	12,107	145,499
Japan Airlines	T2W	526	452	1,311	1,923	2,655	3,068	2,717	2,184	2,141	2,820	2,624	2,580	25,001
Lufthansa	T2W	0	0	0	2,920	4,436	6,093	4,989	5,246	5,650	4,226	4,452	4,443	42,455
United	T2W	70,443	82,955	111,084	114,702	119,751	128,762	127,301	126,245	118,783	131,736	115,127	111,608	1,358,497
Virgin America	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Edelweiss	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Swoop	T2W	183	123	379	1,008	1,107	408	544	0	0	0	0	0	3,752
WestJet	T2W	423	705	1,003	1,031	1,948	3,052	3,888	3,599	1,145	1,791	2,368	2,233	23,186
	MONTHLY TOTALS	584,002	648,313	878,409	923,720	967,390	1,049,553	1,103,480	1,081,478	997,350	1,040,981	977,287	885,548	11,137,511
2022 ENPLANEMENTS BY TERMINAL														
TERMINAL	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	TERMINAL TOTALS	
T1E	200,305	232,345	303,191	335,910	348,571	385,085	416,319	409,791	372,941	385,944	369,659	293,701	4,053,762	
T1W	28,753	30,492	39,723	41,766	46,831	57,003	62,584	61,671	57,105	56,510	53,046	53,469	588,953	
T2E	181,487	194,212	264,329	259,935	276,681	298,280	308,562	290,770	259,062	273,672	261,198	256,036	3,124,224	
T2W	173,457	191,264	271,166	286,109	295,307	309,185	316,015	319,246	308,242	324,855	293,384	282,342	3,370,572	
MONTHLY TOTALS	584,002	648,313	878,409	923,720	967,390	1,049,553	1,103,480	1,081,478	997,350	1,040,981	977,287	885,548	11,137,511	

Attachment O – Passenger Traffic Summary

2021 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	OCT 2021	NOV 2021	DEC 2021	AIRLINE TOTALS
Southwest	T1E	76,414	83,816	154,861	176,623	213,572	264,779	295,400	279,214	263,700	282,349	265,009	255,521	2,611,258
Frontier	T1W	7,449	9,257	19,300	20,558	22,541	18,647	19,302	21,989	23,290	27,115	24,360	24,221	238,029
Spirit	T1W	4,508	3,243	4,429	3,958	8,965	12,000	15,128	10,433	12,386	11,680	10,432	8,717	105,879
Sun Country	T1W	1,345	817	1,264	2,743	2,688	3,097	3,660	3,858	1,558	2,656	2,988	2,718	29,392
American	T2E	36,075	34,988	69,291	83,304	98,999	117,340	125,742	108,792	97,425	109,479	106,918	106,671	1,095,024
Alaska	T2E	36,505	45,410	76,047	101,746	122,918	154,032	163,263	150,448	126,770	131,920	133,983	132,768	1,375,810
Allegiant	T2E	0	0	685	1,073	948	10,171	13,474	8,617	870	853	0	0	36,691
Air Canada	T2W	0	0	0	0	0	0	0	1,874	1,657	1,549	1,487	2,487	9,054
JetBlue	T2W	3,259	2,782	4,624	9,072	15,845	23,550	25,516	25,899	20,032	21,991	16,960	19,248	188,778
British Airways	T2W	0	0	0	0	0	0	0	0	0	0	1,983	3,434	5,417
Condor	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta	T2W	29,995	31,209	46,338	52,634	80,113	96,646	113,921	116,571	96,324	100,523	97,649	96,549	958,472
Hawaiian	T2W	3,872	3,776	6,623	8,792	11,911	13,128	13,344	12,075	9,705	9,980	10,782	11,523	115,511
Japan Airlines	T2W	0	0	222	205	266	339	268	276	300	470	702	809	3,857
Lufthansa	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
United	T2W	31,578	32,593	52,496	64,547	72,168	89,013	112,347	111,837	101,190	115,250	114,584	108,834	1,006,437
Virgin America	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Edelweiss	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Swoop	T2W	0	0	0	0	0	0	0	0	0	0	188	199	387
Westjet	T2W	0	0	0	0	0	0	0	0	0	1,228	1,340	1,052	3,620
	MONTHLY TOTALS	231,000	247,891	436,180	525,255	650,934	802,742	901,365	851,883	755,207	817,043	789,365	774,751	7,783,616
2021 ENPLANEMENTS BY TERMINAL														
TERMINAL	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	OCT 2021	NOV 2021	DEC 2021	TERMINAL TOTALS	
T1E	76,414	83,816	154,861	176,623	213,572	264,779	295,400	279,214	263,700	282,349	265,009	255,521	2,611,258	
T1W	13,302	13,317	24,993	27,259	34,194	33,744	38,090	36,280	37,234	41,451	37,780	35,656	373,300	
T2E	72,580	80,398	146,023	186,123	222,865	281,543	302,479	267,857	225,065	242,252	240,901	239,439	2,507,525	
T2W	68,704	70,360	110,303	135,250	180,303	222,676	265,396	268,532	229,208	250,991	245,675	244,135	2,291,533	
MONTHLY TOTALS	231,000	247,891	436,180	525,255	650,934	802,742	901,365	851,883	755,207	817,043	789,365	774,751	7,783,616	

Attachment O – Passenger Traffic Summary

2019 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2019	FEB 2019	MAR 2019	APR 2 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	AIRLINE TOTALS
Southwest	T1E	352,526	334,947	409,948	410,901	411,476	429,480	440,629	426,526	397,975	414,359	395,094	421,976	4,845,837
Frontier	T1W	20,356	18,321	18,481	18,069	21,636	25,809	28,173	26,870	19,339	21,366	22,729	20,450	261,599
Spirit	T1W	17,675	16,672	20,296	19,690	33,475	38,236	41,416	38,768	27,425	25,117	22,692	16,685	318,147
Suncountry	T1W	2,066	1,964	2,997	3,299	3,230	4,074	5,241	5,253	3,088	5,156	5,614	3,953	45,935
American	T2E	109,860	104,369	127,994	122,608	124,736	130,853	132,201	131,883	119,660	125,036	117,581	130,784	1,477,565
Alaska	T2E	122,484	116,393	149,139	155,840	158,422	170,676	177,344	171,418	150,660	155,752	140,972	146,852	1,815,952
Allegiant	T2E	1,153	883	2,473	2,394	2,865	4,245	4,673	3,571	0	0	0	0	22,257
Air Canada	T2W	10,809	10,199	11,945	11,803	11,214	11,518	12,006	11,845	4,751	10,741	8,765	9,770	125,366
JetBlue	T2W	17,679	16,854	20,460	20,299	19,715	20,739	25,882	24,192	24,382	26,712	21,806	23,149	261,869
British Airways	T2W	5,960	5,270	7,173	6,844	6,844	8,028	7,295	8,293	6,757	6,523	6,074	6,913	81,974
Condor	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta	T2W	106,031	99,743	129,987	131,356	129,876	149,644	168,508	156,905	126,889	131,113	120,548	132,645	1,583,245
Hawaiian	T2W	12,242	11,438	13,616	12,695	13,313	12,795	13,617	13,087	11,958	12,491	11,989	12,766	152,007
Japan Airlines	T2W	5,435	4,683	5,775	4,486	5,166	4,969	4,698	4,945	4,950	4,805	4,955	5,082	59,949
Lufthansa	T2W	3,542	2,358	4,208	4,251	5,063	5,503	4,888	4,990	5,030	4,460	3,187	4,338	51,818
United	T2W	109,755	103,355	133,035	130,585	127,660	135,998	138,381	140,187	120,682	129,731	120,952	126,065	1,516,386
Virgin America	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Edelweiss	T2W	0	0	0	0	0	1,016	1,366	951	0	0	0	0	3,333
Swoop	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Westjet	T2W	3,331	3,449	3,804	3,652	3,535	3,447	3,952	4,291	3,030	3,064	3,443	3,051	42,049
	MONTHLY TOTALS	900,904	850,898	1,061,331	1,058,772	1,078,226	1,157,030	1,210,270	1,173,975	1,026,576	1,076,426	1,006,401	1,064,479	12,665,288

2019 ENPLANEMENTS BY TERMINAL													
TERMINAL	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	TERMINAL TOTALS
T1E	352,526	334,947	409,948	410,901	411,476	429,480	440,629	426,526	397,975	414,359	395,094	421,976	4,845,837
T1W	40,097	36,957	41,774	41,058	58,341	68,119	74,830	70,891	49,852	51,639	51,035	41,088	625,681
T2E	233,497	221,645	279,606	280,842	286,023	305,774	314,218	306,872	270,320	280,788	258,553	277,636	3,315,774
T2W	274,784	257,349	330,003	325,971	322,386	353,657	380,593	369,686	308,429	329,640	301,719	323,779	3,877,996
MONTHLY TOTALS	900,904	850,898	1,061,331	1,058,772	1,078,226	1,157,030	1,210,270	1,173,975	1,026,576	1,076,426	1,006,401	1,064,479	12,665,288

Attachment O – Passenger Traffic Summary

2018 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	OCT 2018	NOV 2018	DEC 2018	AIRLINE TOTALS
Southwest	T1E	343,591	330,249	399,210	389,934	401,990	417,833	426,271	410,403	369,812	391,214	395,473	381,759	4,657,739
Frontier	T1W	16,644	16,520	18,042	21,734	22,777	25,562	24,099	23,279	23,530	26,240	26,670	27,892	272,989
Spirit	T1W	18,047	17,797	21,652	26,584	35,262	41,077	41,219	40,971	26,967	24,982	20,906	19,915	335,379
Suncountry	T1W	3,079	2,727	3,180	3,586	3,805	3,380	5,136	4,170	2,293	3,239	3,401	3,389	41,385
American	T2E	109,131	104,446	131,082	122,891	121,619	132,188	136,113	136,030	107,883	120,716	115,238	116,692	1,454,029
Alaska	T2E	102,453	100,627	123,311	144,257	148,097	156,695	162,410	150,533	131,302	143,395	139,830	136,197	1,639,107
Allegiant	T2E	1,193	1,141	2,362	3,498	3,806	4,636	4,534	3,443	2,057	2,086	2,087	1,445	32,288
Air Canada	T2W	7,481	8,338	10,096	9,425	11,707	11,244	11,882	11,712	11,345	10,727	9,037	9,449	122,443
JetBlue	T2W	17,159	17,827	23,906	23,417	25,275	25,029	21,947	21,540	18,936	19,756	18,788	18,949	252,529
British Airways	T2W	6,155	5,808	6,849	6,352	7,132	8,253	6,880	7,488	7,096	6,489	6,082	6,544	81,128
Condor	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta	T2W	90,679	90,520	116,299	111,394	116,485	131,425	150,677	145,581	110,295	117,242	113,079	118,575	1,412,251
Hawaiian	T2W	8,118	7,401	8,283	7,957	10,985	14,700	13,757	12,400	11,553	12,758	12,470	13,010	133,392
Japan Airlines	T2W	4,330	4,141	5,348	4,721	5,850	5,744	5,206	5,321	5,286	5,736	5,320	5,655	62,658
Lufthansa	T2W	0	0	1,124	3,331	3,689	4,464	4,160	4,463	4,531	4,352	3,501	3,592	37,207
United	T2W	104,840	101,865	128,052	128,577	128,450	141,944	150,662	157,528	131,722	141,334	133,437	126,080	1,574,491
Virgin America	T2W	17,228	17,268	18,248	0	0	0	0	0	0	0	0	0	52,744
Edelweiss	T2W	0	0	0	610	674	1,278	1,543	2,223	755	591	0	0	7,674
Swoop	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Westjet	T2W	2,973	2,824	3,059	3,188	3,011	3,306	4,913	4,437	3,530	2,796	3,130	3,130	40,297
	MONTHLY TOTALS	853,101	829,499	1,020,103	1,011,456	1,050,614	1,128,758	1,171,409	1,141,522	968,893	1,033,653	1,008,449	992,273	12,209,730
2018 ENPLANEMENTS BY TERMINAL														
TERMINAL	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	OCT 2018	NOV 2018	DEC 2018	TERMINAL TOTALS	
T1E	343,591	330,249	399,210	389,934	401,990	417,833	426,271	410,403	369,812	391,214	395,473	381,759	4,657,739	
T1W	37,770	37,044	42,874	51,904	61,844	70,019	70,454	68,420	52,790	54,461	50,977	51,196	649,753	
T2E	212,777	206,214	256,755	270,646	273,522	293,519	303,057	290,006	241,242	266,197	257,155	254,334	3,125,424	
T2W	258,963	255,992	321,264	298,972	313,258	347,387	371,627	372,693	305,049	321,781	304,844	304,984	3,776,814	
MONTHLY TOTALS	853,101	829,499	1,020,103	1,011,456	1,050,614	1,128,758	1,171,409	1,141,522	968,893	1,033,653	1,008,449	992,273	12,209,730	

Attachment O – Passenger Traffic Summary

2017 ENPLANEMENTS BY AIRLINE														
AIRLINE	TERMINAL	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEP 2017	OCT 2017	NOV 2017	DEC 2017	AIRLINE TOTALS
Southwest	T1E	285,631	274,861	344,168	349,000	357,810	393,452	406,284	400,131	358,682	367,339	377,649	367,898	4,282,905
Frontier	T1W	12,344	11,879	12,388	14,880	23,383	26,996	31,018	28,844	22,895	20,817	17,162	18,942	241,548
Spirit	T1W	15,536	15,180	17,176	18,151	29,205	36,416	35,125	33,347	25,335	26,664	21,191	18,699	292,025
Suncountry	T1W	2,281	2,366	2,974	3,029	3,696	4,289	4,675	3,722	2,640	3,412	3,036	3,514	39,634
American	T2E	104,668	96,355	126,347	120,502	123,497	135,031	136,991	138,970	116,810	128,573	117,197	123,601	1,468,542
Alaska	T2E	83,101	79,652	100,711	108,113	106,716	117,872	120,626	115,364	101,381	109,947	105,658	110,379	1,259,520
Allegiant	T2E	2,877	3,101	4,393	4,457	4,658	5,748	5,690	4,684	3,104	4,329	3,915	4,040	50,996
Air Canada	T2W	5,938	6,019	7,636	9,375	9,359	9,599	9,671	9,833	8,548	8,888	7,825	7,697	100,388
JetBlue	T2W	16,568	14,698	18,540	18,115	19,974	20,550	20,359	20,431	16,917	18,639	18,572	19,061	222,424
British Airways	T2W	6,616	5,164	7,130	7,274	6,696	7,790	6,976	7,642	7,523	6,938	6,311	5,594	81,654
Condor	T2W	0	0	0	0	1,540	2,411	2,986	2,782	1,769	0	0	0	11,488
Delta	T2W	87,138	85,929	111,170	103,461	110,611	120,235	134,668	135,078	106,638	110,656	100,193	105,899	1,311,676
Hawaiian	T2W	8,348	7,638	8,614	8,123	8,391	8,456	8,667	8,317	8,083	8,437	8,022	8,295	99,391
Japan Airlines	T2W	4,360	4,136	5,197	4,604	4,760	5,175	4,337	4,990	4,860	9,888	4,533	4,514	61,354
Lufthansa	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
United	T2W	99,082	92,675	117,069	118,119	116,665	123,788	125,159	131,300	120,216	132,256	126,399	121,420	1,424,148
Virgin America	T2W	14,837	14,372	16,644	17,632	18,191	18,135	19,512	20,707	18,769	19,242	19,194	18,578	215,813
Edelweiss	T2W	0	0	0	0	0	1,131	1,311	1,904	836	0	0	0	5,182
Swoop	T2W	0	0	0	0	0	0	0	0	0	0	0	0	0
Westjet	T2W	2,771	2,958	3,157	3,330	4,023	3,533	4,259	3,781	3,078	3,012	2,737	2,866	39,505
	MONTHLY TOTALS	752,096	716,983	903,314	908,165	949,175	1,040,607	1,078,314	1,071,827	928,084	979,037	939,594	940,997	11,208,193

2017 ENPLANEMENTS BY TERMINAL													
TERMINAL	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEP 2017	OCT 2017	NOV 2017	DEC 2017	TERMINAL TOTALS
T1E	285,631	274,861	344,168	349,000	357,810	393,452	406,284	400,131	358,682	367,339	377,649	367,898	4,282,905
T1W	30,161	29,425	32,538	36,060	56,284	67,701	70,818	65,913	50,870	50,893	41,389	41,155	573,207
T2E	190,646	179,108	231,451	233,072	234,871	258,651	263,307	259,018	221,295	242,849	226,770	238,020	2,779,058
T2W	245,658	233,589	295,157	290,033	300,210	320,803	337,905	346,765	297,237	317,956	293,786	293,924	3,573,023
MONTHLY TOTALS	752,096	716,983	903,314	908,165	949,175	1,040,607	1,078,314	1,071,827	928,084	979,037	939,594	940,997	11,208,193

Attachment P
Airport Lounge Sales History—2018 - 2024 YTD

Annual Sales History						
FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
\$3,264,915	\$3,859,724	\$3,018,294	\$1,004,538	\$3,512,395	\$8,329,951	8,188,741

Attachment R

Summary of Estimated Operational Costs

(Billed by Airport Authority)

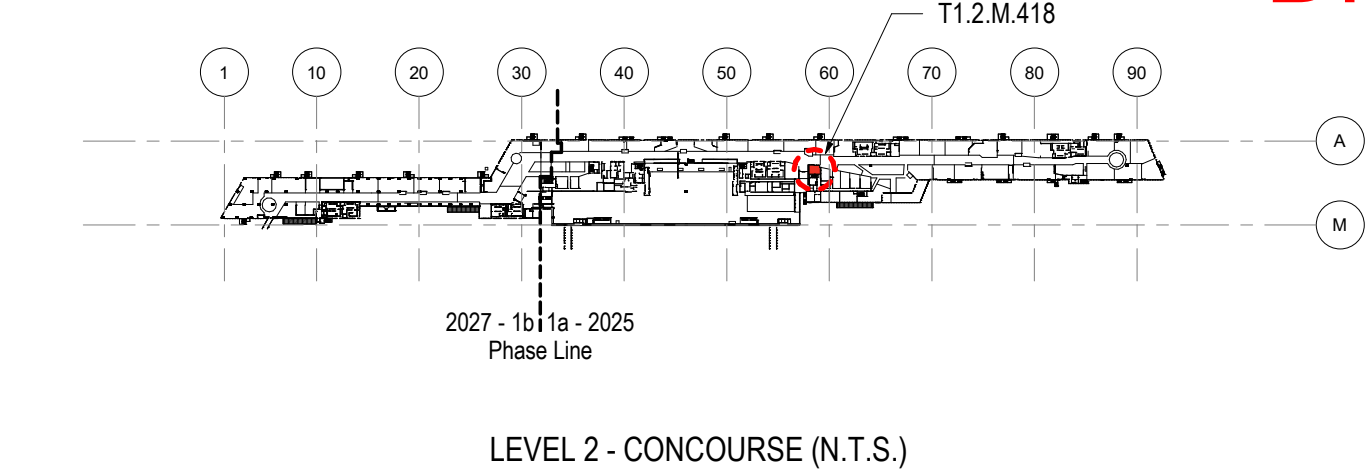
The San Diego County Regional Airport Authority (“Airport Authority”) is responsible for numerous services and common facility maintenance task for the benefit and convenience of Concessionaires. Services are provided at cost recovery and invoiced to Concessionaire monthly. All costs listed are approximations based on historic operating expenses and are subject to change.

OPERATING EXPENSE	ESTIMATED COST
Centralized Receiving & Distribution Center (CRDC)	Not to exceed 1.5% of gross sales
Common Area Maintenance (CAM)	\$2.00 sf/month x square footage of common area space subject to a 2% annual increase
Grease Interceptor Cleaning	Not to exceed 2% of Gross Sales
Hood Cleaning	Average of \$20,000 per unit, per year
Integrated Pest Management Program	\$1.66 sf/year subject to a 2% annual increase
Trash Pick-Up (If applicable)	0.41% of Gross Sales
Trash Hauling (If applicable)	0.1% of Gross Sales
Support Premises Rent (Office and/or storage)	\$61.50 sf/year
Utilities: Electricity	0.290 /kWh

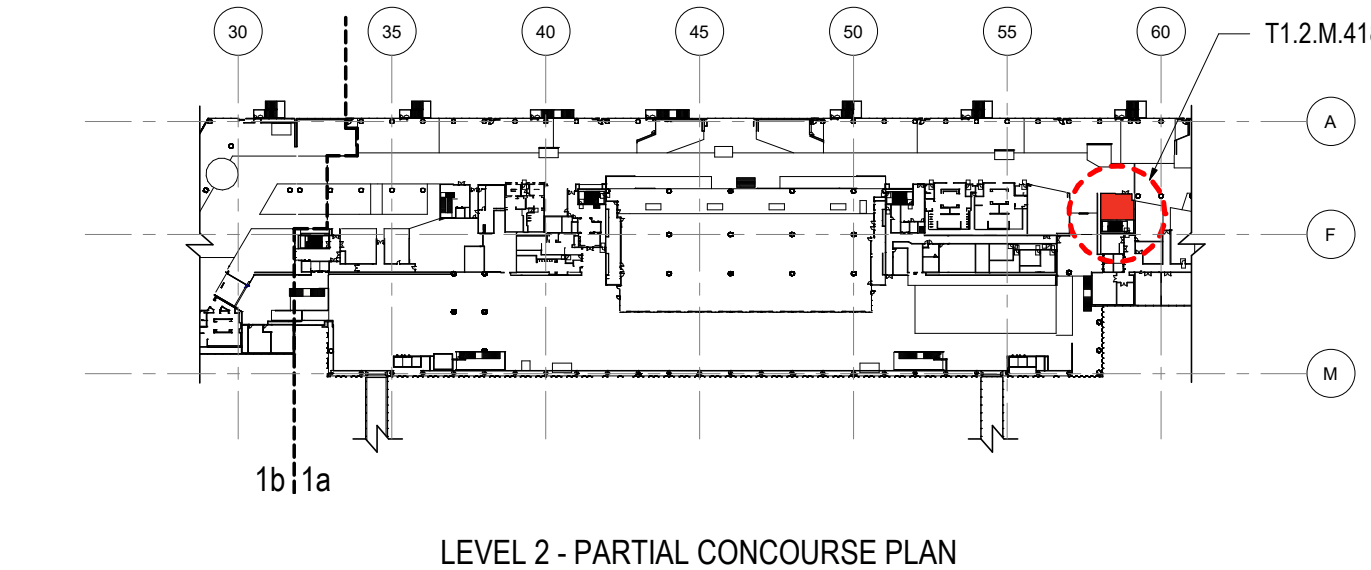
This is not an all-inclusive list and does not, for example, include costs for security badging of employees or employee parking.

TERMINAL 1 - LEASE OUTLINE DIAGRAM (LOD)

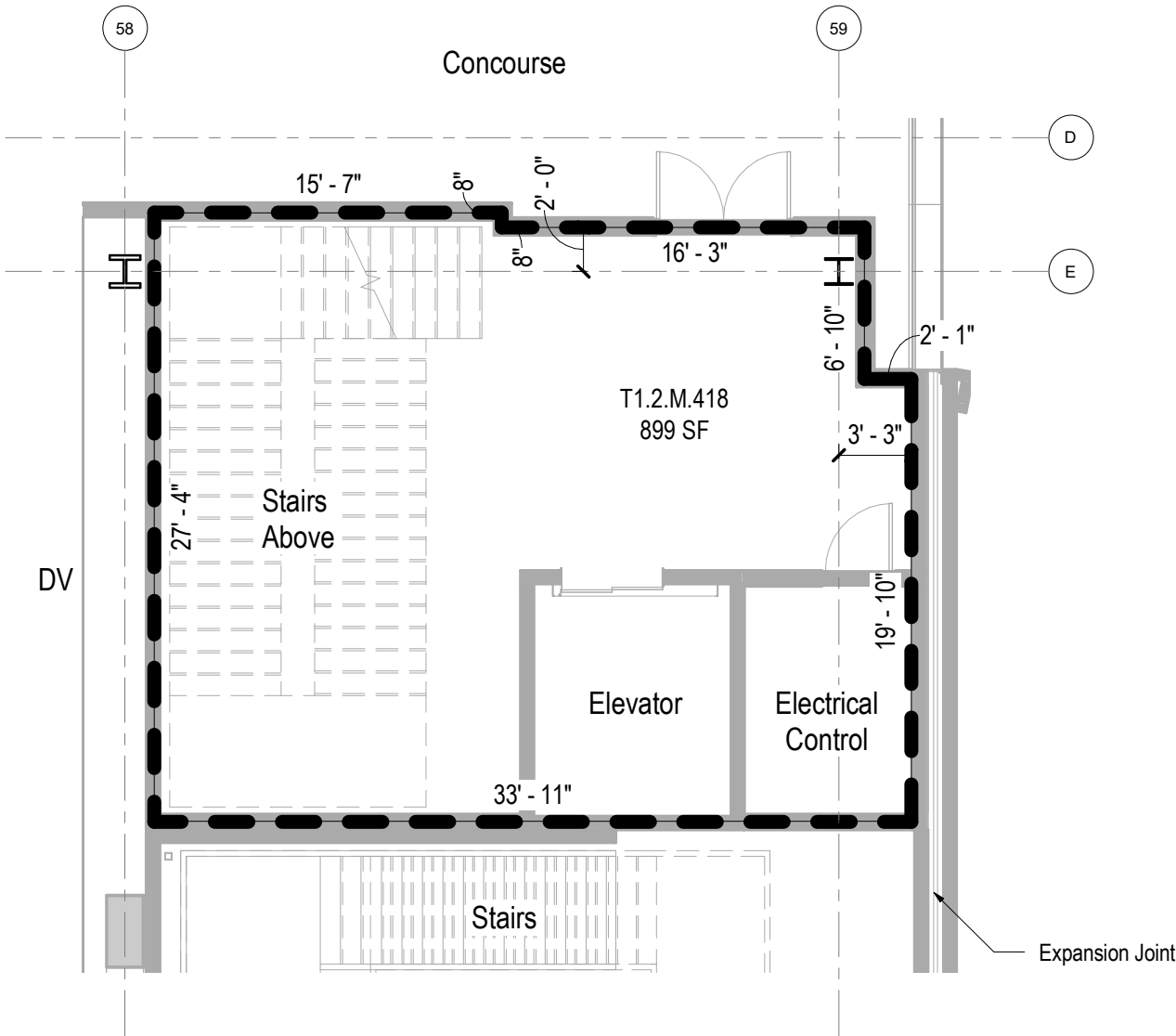
DRAFT



KEY PLAN



PARTIAL LEVEL PLAN

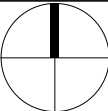


SPACE PLAN

1" = 200' - 0"



1/8" = 1' - 0"



THIS LOD IS REPRESENTATIONAL OF THE INTENDED OUTCOME FOR THE PERIMETER DIMENSIONS OF A SHELL SPACE AS IDENTIFIED HEREIN. THIS LOD MAY BE BASED ON ARCHITECTURAL PLANS ONLY FOR A SPACE YET TO BE CONSTRUCTED. CONCESSIONAIRE / TENANT IS REQUIRED TO FIELD VERIFY ITS SPACE PERIMETER AND MUST REPORT ANY CONCERNS IT MAY HAVE IN ITS SPACE ACCEPTANCE LETTER DUE TO THE AIRPORT AUTHORITY WITHIN TEN (10) DAYS OF THE THE FIELD INSPECTION DATE. THE AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS AND SPACE DELIVERY IS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION.



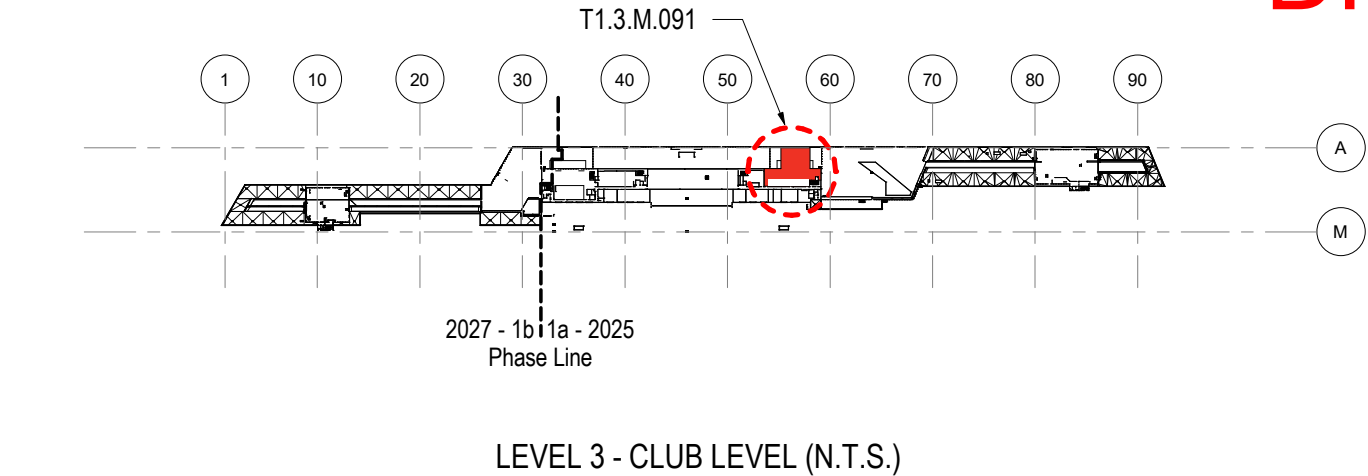
SAN DIEGO INTERNATIONAL AIRPORT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Exhibit - 'A'
LOD SPACE NO.:
T1.2.M.418

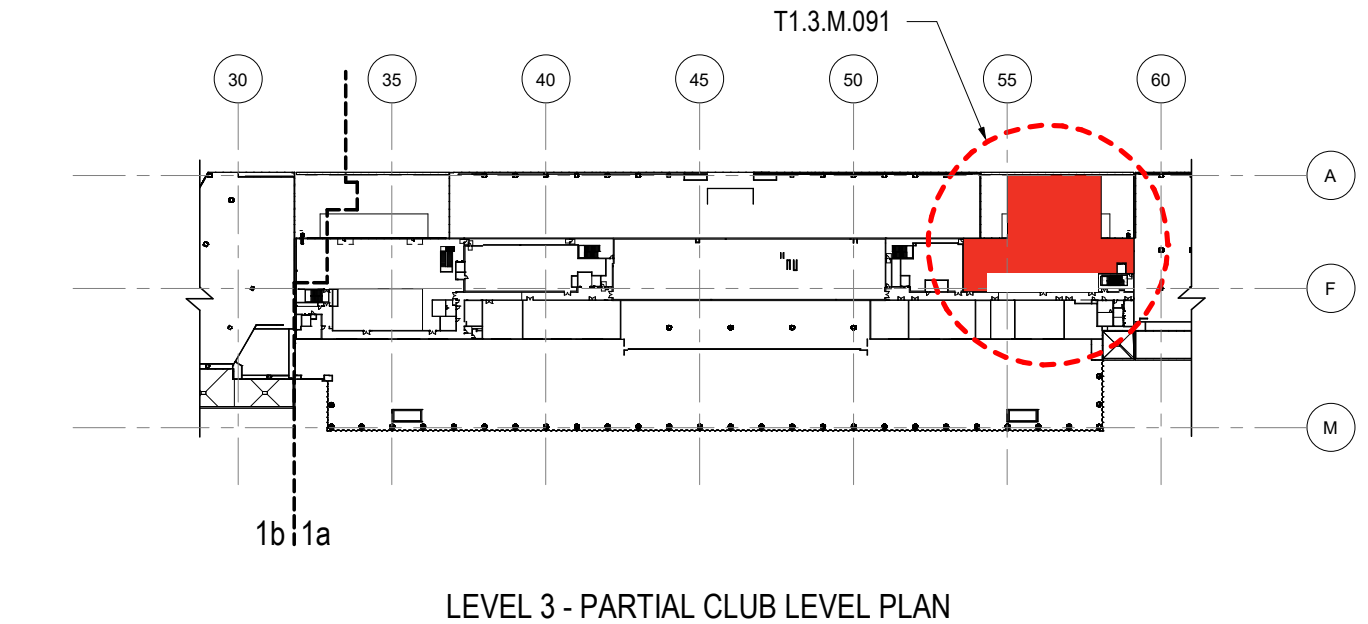
DATE: 5/30/2023
SCALE: As indicated

TERMINAL 1 - LEASE OUTLINE DIAGRAM (LOD)

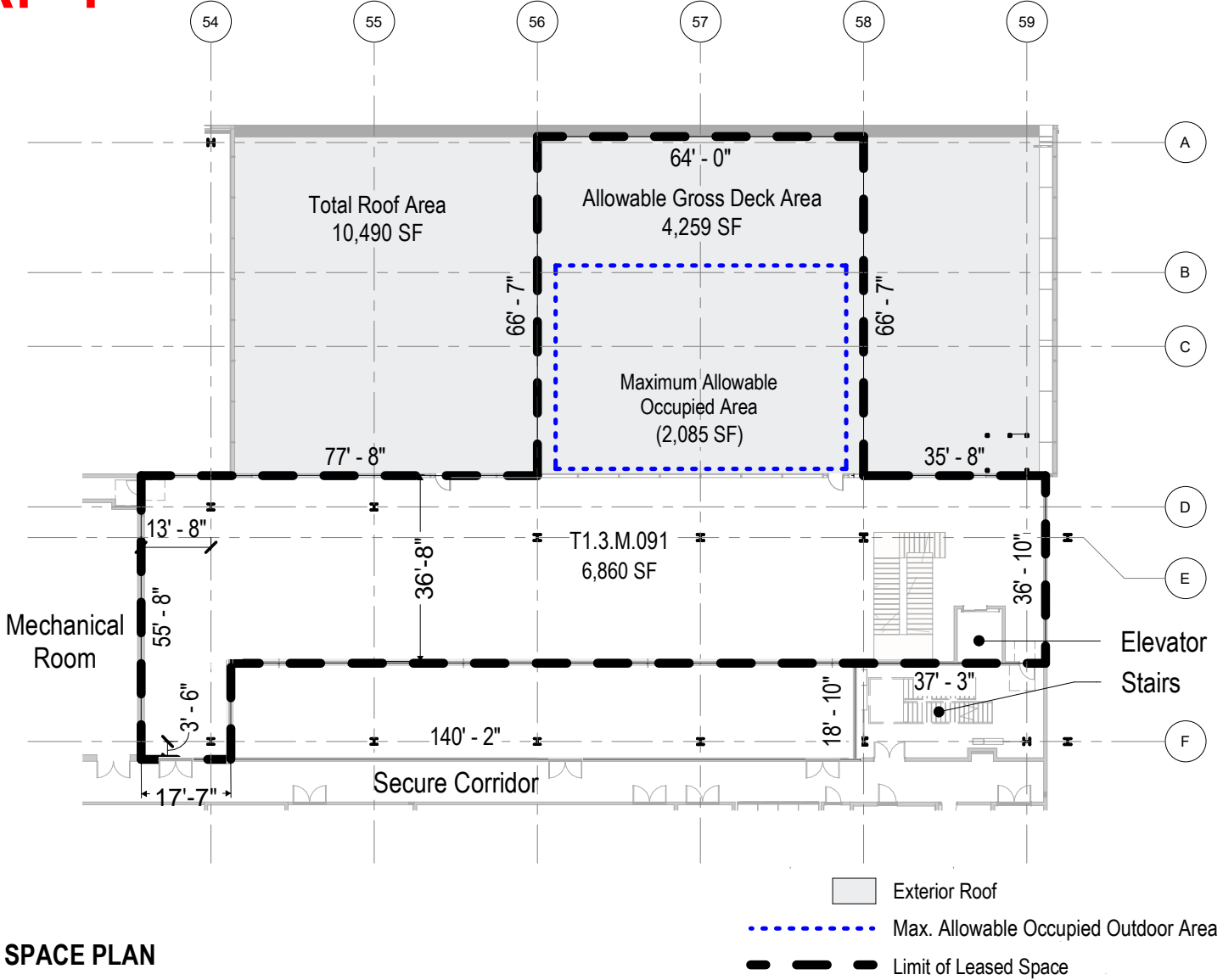
DRAFT



KEY PLAN



PARTIAL LEVEL PLAN



SPACE PLAN

NOTE:
* A portion of the rooftop is designated for use as an outdoor terrace as shown by the lease area outline. The inner space shown by the blue zip line denotes a 2,272 SF area that represents the maximum allowable occupied area. It may be distributed within the 4,259 SF area so long as the occupied space does not exceed 2,272 SF.

THIS LOD IS REPRESENTATIONAL OF THE INTENDED OUTCOME FOR THE PERIMETER DIMENSIONS OF A SHELL SPACE AS IDENTIFIED HEREIN. THIS LOD MAY BE BASED ON ARCHITECTURAL PLANS ONLY FOR A SPACE YET TO BE CONSTRUCTED. CONCESSIONAIRE / TENANT IS REQUIRED TO FIELD VERIFY ITS SPACE PERIMETER AND MUST REPORT ANY CONCERNS IT MAY HAVE IN ITS SPACE ACCEPTANCE LETTER DUE TO THE AIRPORT AUTHORITY WITHIN TEN (10) DAYS OF THE THE FIELD INSPECTION DATE. THE AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS AND SPACE DELIVERY IS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION.



SAN DIEGO INTERNATIONAL AIRPORT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Exhibit - 'A'
LOD SPACE NO.:
T1.3.M.091

DATE: 05.08.2024
SCALE: As indicated



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Approach to Club entry doors from Departure floor.
View is from west heading east.



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Frontal view of Club entry doors at Departure floor.
View is of the interior north elevation.



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Wide angle view of Club Lobby when walking into the space.
Lobby allows for agent greeting desk / counter. Provides unfinished
elevator and stair stringers only. XX SF

N_T1 East Club Space

L02 Club



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

View at stair landing looking up to Club proper area. Storefront is looking out to deck.

N_T1 East Club Space

L02 to L03 Club



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Looking at north elevation of Elevator and Inner Stair from L02 to
L03.

N_T1 East Club Space

L03 Club



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Standing at back wall (south) looking to northwest.

N_T1 East Club Space

L03 Club



This is a computer study model image to provide a sense of space, volume and program elements only - all other information shown is notional and does not represent actual material finishes or conditions.

Elevated view looking south to Club space. The roof area permits
2,800 SF of deck area per the CDM.

N_T1 East Club Space

NEW TERMINAL 1

COMMON USE CLUB LOUNGE

MECHANICAL

ELECTRICAL

PHASE	SPACE NUMBER	SPACE NAME	Area (SF)	COOKING	HVAC SYSTEM FCU / VAV BY CONC.	OUTSIDE AND		PRIMARY COOL.		GREASE EXHAUST			MAKE UP AIR (MUA)		115°HHW		44°CHW		BMS POC (BB)	SYSTEM RATINGS					CONDUIT SIZE (PWR)	EMERG PWR CIRCT (BB)	CONDUIT SIZE (TELCOM- DATA)	
						OUTSIDE AIR / MIN. CFM	GENERAL EXHST DUCT	Supply Rate 170/300/400 SF/TON @ .65SHR or 1CFM/SF	PRIM. DUCT CFM	VELOCITY	CFM	CONNECTION SIZE	CFM	CONN. SIZE	GPM	SIZE	GPM	SIZE		VLTGE RTG (3PH-4W) 480/277V/ 208/120V	CONV-ENIENCE OUTLET 120V	CIRCT BRKR FRAME	TRIP RTG.	WATTS / SF (PWR FCTR. 80%)				
AIRLINE TI SPACES LEVEL 03																												
1A	T1.3.M.091	EAST CLUB	4,116	N	NA	3,032	NA	170	12881	NA	NA	NA	NA	NA	20	1-1/2"	NA	NA	x	480	BB	225	200	30	(1) 4"	x	2"	
1A	T1.3.M.092	EAST CLUB-K	2,744	Y	NA	665	8"	275	3490	1,840	10,000	28x28	8,336	30x30	5	1"	NA	NA	x	480	BB	225	225	65	(1) 4"	x	NA	

PLUMBING

SANITARY SEWER			DOMESTIC WATER				GREASE WASTE			N/ATURAL GAS	
WST SIZE	VENT SIZE	DFU	CW SIZE	HW SIZE	CW (WSFU)	HW (WSFU)	GI NO.:	DFU	SIZE	SIZE @ 5 PSIG	CAPACITY (CFH)
3"	2"	10	NA	NA	NA	NA	NA	NA	NA	NA	NA
4"	3"	30	2"	2"	40	24	G4	34	4"	1-1/2"	1,500

GENERAL NOTES:

- ALL TENANT SPACES TO BE PROVIDED WITH UPRIGHT SPRINKLERS AND SPEAKER STROBES.
- ALL TENANT SPACES TO BE PROVIDED WITH A POC TO THE BMS.
- CONC. IS REQUIRED TO FIELD VERIFY ALL POC LOCATIONS. ALL PLAN NOTES MAY BE APPROXIMATIONS ONLY.
- DUCT SIZE SHOWN IN COLUMN "PRIMARY DUCT SIZE" IS FOR REFERENCE ONLY - CONC. TO FIELD VERIFY ACTUAL SIZE AND LOCATION(S).
- CONC. IS REQUIRED SPECIFY, PROCURE, INSTALL, TEST, COMMISSION AND MAINTAIN A GAYLORD C63 HOOD - A WET (AUTO-WASHDOWN WITH GW CONNECTION) HOOD WITH UV FILTRATION.
- POWER, GAS AND DOMESTIC WATER (HOT/COLD) METERS ARE PROVIDED BY BB. CONC. SHALL INSTALL, CALIBRATE, TEST, COMMISSION AND MAINTAIN AS NEEDED TO ENSURE ITS INTENDED PERFORMANCE THROUGHOUT THE TERM OF THE LEASE.
- CONC. IS REQUIRED TO VERIFY ALL REFERENCE PLANS AND FIELD CONDITIONS PRIOR TO WORK.
- WHILE MOST SYSTEMS AND / OR INFRASTRUCTURE ARE ADDRESSED IN THE UTILITY MATRIX; IT IS THE CONC. RESPONSIBILITY TO VERIFY ALL OF THEIR REQUIREMENTS AND INFORM THE AUTHORITY OF ANY DISCREPANCIES, OMISSIONS OR OTHER CONCERNS.
- UTILITY MATRIX IS SUBJECT TO CHANGE BASED ON FIELD CONDITIONS DURING ACTUAL CONSTRUCTION, ADC-TC WILL WORK WITH THE CONC. TO RESOLVE ALL SUCH CONDITIONS WHERE POSSIBLE.
- CONC. ROOF MOUNTED EQUIPMENT SHALL BE LOCATED AS DESIGNATED AND IDENTIFIED ON BB PLANS OR CORRESPONDING PREMISES.
- CONC. IS RESPONSIBLE TO ENSURE THAT ALL CODES ARE MET PER AHJ; INCLUDING BUT NOT LIMITED TO ALL ELECTRICAL COMPONENTS AND ASSEMBLIES BEING UL LISTED / RATED (OR EQUAL).
- PLAN CHECK APPROVAL DOES NOT ADDRESS INSPECTORS (CODE) INTERPRETATION IN THE FIELD. CONC. TO REMAIN COGNIZANT OF ISSUES BY DISCIPLINE AND TRADE AND WORK WITH ADC-TC AND THE CITY FOR ON-SITE PLAN REVIEWS PRIOR TO AND DURING CONSTRUCTION.
- CONC. TO CONFIRM WITH ITS TC ALL SYSTEMS TO BE INSTALLED BY SAN DESIGNATED MAINTENANCE CONTRACTOR(S); INCLUDED BUT NOT LIMITED TO: FIRE PROTECTION - FIRE & LIFE SAFETY, IT SYSTEMS AND ALL SAN POC INTERFACES NOT ALREADY PROVIDED BY BB.
- XFRM'S BY CONC. FOR ALL UNITS WITH 480v POWER. CONC. TO PROVIDE XFRM ON PREMISES PER CODE.
- BOILERS BY CONC. ON ROOF. BB TYPICALLY PROVIDES PAD WITH VALVED GAS AND WATER LINES TO ROOF.
- METERS PROVIDED BY BB FOR POWER, GAS AND HOT/COLD DOMESTIC WATER. CONC. REQUIRED TO INSTALL, CALIBRATE, TEST, COMMISSION AND MAINTAIN METERS. POWER METER WILL BE INSTALLED BY BB IN ELECTRICAL ROOM. ALL OTHER METERS ARE REQUIRED TO BE LOCATED ON PREMISES.
- CONC. REQUIRED TO USE WATERPROOFING CONSULTANT RECOGNIZED BY AUTHORITY FOR DETAILING ALL PENETRATIONS.

HVAC NOTES:

- ALL TENANT SPACES TO BE PROVIDED WITH A POC FOR THE BMS TO A DESIGNATED RACK-ROOM PER BB PLANS.
- THE MUA VALUES ARE POPULATED BASED ON GREASE EXHAUST CFM SIZING. ADC MAY HIGHLIGHT ANY FUTURE AREA/SPACE CHANGES FOR REVISED MATRIX ISSUANCE AS MAY BE NEEDED.
- DEDICATED AIR DUCTS PARTIALLY PROVIDED BY BB FOR CONCESSIONAIRE GREASE EXHAUST AND MUA TO GET THROUGH ROOF. GENERAL EXHAUST DUCT POC PROVIDED THROUGH ROOF AND CAPPED. BB PROVIDES CURB FOR ROOF MOUNTED FANS AND EQUIPMENT (GREASE EXHAUST, MUA, GENERAL EXHAUST) PROVIDED BY CONCESSIONAIRE.
- BB PROVIDED ROOF PADS FOR EACH CONC'S. EQUIPMENT WITHIN BB PROVIDED MECHANICAL SCREENING AREA CALLED "TENANT FARMS". THE LAYOUT OF TENANT EQUIPMENT PADS HAVE BEEN SIZED WITH THE INTENT TO PROVIDE SUFFICIENT ACCESS CLEARANCES FOR INSTALLATION AND MAINTENANCE FOR EQUIPMENT. CONC. PROVIDED ROOF EQUIPMENT INCLUDES: FANS AND BOILERS. SPACE FOR CONDENSERS WILL BE CASE-BY-CASE TO BE COORDINATED WITH ADC-TC. CONC. TO CONFIRM ALL ROOF TOP CONDITIONS AND SPACE PROVIDED AS ADEQUATE.
- BB PROVIDED POC'S FOR GREASE AND MUA DUCTING TO ROOF ARE PARTIAL AND INTENDED TO PROVIDE CONNECTION FROM PREMISES THORUGH TO ROOF ONLY WHERE CAPPED. THIS CONDITION EXISTS FOR GREASE EXHAUST, MUA AND GENERAL EXHAUST. ALL OTHER ROOF FED INFRASTRUCTURE ARE ROUTED THROUGH A ROOF TOP UTILITY DUCT HOUSING.

ELECTRICAL NOTES:

- ALL TENANT SPACES TO BE PROVIDED WITH AN ELECTRICAL METER BY BB IN THE ELECTRICAL ROOM - SEE GENERAL NOTE 16.
- CIRCUIT BREAKER RATING BASED ON FRAME.
- ALL CONDUIT POC'S ARE EMPTY PIPE FOR POWER AND DATA. ALL ROOF FED PIPES AND CONDUITS ARE SENT THROUGH A ROOF TOP UTILITY DUCT HOUSING.
- CONC. TO CONFIRM THAT ALL TEMPORARY (CONSTRUCTION) POWER NEEDS ARE MET BY BB PROVIDED TEMP POWER. SHOLUD ADDITIONAL AMPERAGE BE REQUIRED, CONC. TO NOTIFY ADC-TC IMMEDIATELY TO ESTABLISH MEANS OF POWER PROVISIONING.

PLUMBING NOTES:

- GAS AND WATERLINES VALVED AT POC IN PREMISES. ALL ROOF FED PIPES AND CONDUITS ARE SENT THROUGH A ROOF TOP UTILITY DUCT HOUSING.
- ALL CONC. SPACES TO BE PROVIDED WITH DOMESTIC COLD WATER METERS AND DOMESTIC HOT WATER METERS - SEE GENERAL NOTE 16.
- CONC. WITH ISLAND VENTING TO NOTE BB PLANS SHOWING WHICH COLUMNS HAVE BEEN DESIGNATED FOR ISLAND VENTING LINES.
- CONCESSIONAIRE TO CONFIRM CODE ACCEPTABLE METHOD OF DISPOSING OF CONDENSATE WASTE.

ABBREVIATIONS DEFINED:

AHJ = AGENCY HAVING JURISDICTION
BB= BASE BUILDING
COMN. = COMMON
CONC. = CONCESSIONAIRE
EMERG.=EMERGENCY
FCTR.= FACTOR
GI = GREASE INTERCEPTOR
MODS. = MODIFICATIONS
N/A = NOT PROVIDED BY AUTHORITY OR BB
POC = POINT OF CONNECTION
PRIM. = PRIMARY
ROD. = REQUIRED
TC= TENANT - CONC. COORDINATION
TEL.CO.=TELEPHONE
UL = UNDERWRITERS LABORATORY
VAV CONC. = VAV TERMINAL UNIT BY CONCESSIONAIRE
VIF = VERIFY IN FIELD-BY CONC.
XFRM = TRANSFORMER

- Per the City of San Diego, the base building architect was required to assign occupancy types to the lounge proper - hence the 'EAST CLUB' and 'EAST CLUB-K' which is for the Kitchen space. Concessionaire to work with the City on actual, final programming of space use type and occupancies.
- The Club space has POC's to support a full cooking kitchen.
- Concessionaire to confirm all infrastructure systems and capacities are provided in the drawings and, at the appropriate time, in the field.

N_T1 CONCESSIONS PROGRAM SCHEDULE

N_T1 Concession Schedule

CLUB LOUNGE OPERATOR DESIGN & CONSTRUCTION SCHEDULE

COMMON USE CLUB - MILESTONE SCHEDULE

COMMON USE CLUB - MILESTONE SCHEDULE															BASED ON DSD / DEHQ		BASED ON ARRIVE DELIVERY NLT 12.30.24, then Concess. Accepts																																
01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25																									
Technical Coordinator	Concession Package	UNIT No.s: 418, 091+092	BOARD APPROVAL	PKO	CONCEPT PLANS	PRESENT CONCEPT PLANS TO AA (DRC Approval)	30% - PACKAGE SUBMIT. (CONC.)	Stakeholder Review	ADC POST (30%) review comments and CIP Approval	60% - PACKAGE SUBMIT. (CONC.)	Stakeholder Review	ADC posts (60%) review comments (F&B Only)	90% Drawings Submitted by Concessionaire to ADC and to Permit Agencies as PERMIT SET	Stakeholder Review	ADC posts (90%) comments ----- Permitting Agencies post comments OR issue permits	Concessionaire submits (100%) Final Drawings to SDCRAA ----- (If required) - Final Drawings (100%) submitted by Concessionaire to permitting agencies	Concess.'s Obtains City & County Permit for Construction	LEASE SIGNED	Concess. Works with CM for Constructability / Value Design - GC (negotiated or bid)	Concess. accepts Unit - Delivery (ACCEPTANCE)	PRE-CON CONF. NTP Checklist Satisfied -----Concess. Mobilizes for Construction	Concess. Commences Stock and Train	LOUNGE OPENS TO PUBLIC	Close Out																									
																		(67)		(60)		(35)		(90)		(36)		(35)		(35)		(14)		(236)		(236)		=90%		552		(557)		(240)		(15)		(15)	
TC 4	Common Use Club Lounge	418	12.05.2024	12.12.2024	02.10.2025	02.17.2025	04.18.2025		05.23.2025	08.21.2025		09.26.2025	10.31.2025		12.05.2025	12.19.2025	06.24.2026	10.12.2025	08.21.2025	12.19.2024	06.29.2026	02.24.2027	03.11.2027	03.26.2027																									