



ADDENDUM No. 1

July 27, 2022

SECTION III QUESTIONS & ANSWERS

**REQUEST FOR PROPOSALS
MDOT MAA-RFP-22-001**

**FOR THE NON-EXCLUSIVE RIGHT TO
REDEVELOP, RENOVATE, LEASE & MANAGE
THE RETAIL, RESTAURANT & COMMERCIAL SERVICES
AT
BALTIMORE/WASHINGTON INTERNATIONAL
THURGOOD MARSHALL AIRPORT**

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION**

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**SECTION III
QUESTIONS & ANSWERS**

The following questions were asked during the June 15, 2022, Pre-Proposal Conference held at The Westin BWI Airport Hotel:

- Q1. So certainly, I personally am not able to put an RFP together for this project. And so, as I look to the future of who wins this project. How will the connection be made for all of the folks, businesses, small businesses and mid-sized businesses, be able to make the connections when that proposal is awarded?**
- A1. In addition to the list of registered business entities and interested parties provided as part of Section V General Information in this Addendum No. 1 to the RFP, and thus provided to all potential Proponents, the Administration will keep and maintain a perpetual list of business entities who have contacted the Administration directly for business opportunities related to this RFP and the Concessions Program. Upon Contract award, the Administration will provide the awarded Proponent the complete list of business entities and interested parties who have either registered for this RFP or contacted the Administration directly. Additionally, the Administration will send notification to those lists of business entities and interested parties of the Contract award and the contact information for the individual tasked by the Awarded Proponent to develop the Concessions Program at BWI Marshall Airport.
- Q2. With the changes to the A/B Core, are there any changes to employee accommodations like kitchenettes, shared areas, break rooms, that type of thing?**
- A2. Specific employee accommodations for Airport employees is not contemplated as part of this RFP or Contract to be Awarded. The A/B Core Expansion Program will modify certain employee accommodations (i.e., breakrooms) that are located in areas exclusively leased to Southwest Airlines. Southwest Airlines is responsible for any and all employee accommodations for its employees, agents and/or representatives and may be contacted directly for any proposed concepts to accommodate their employees. Example: a vending machine company interested in positioning one or more of its units within Southwest Airlines' breakrooms, the vending machine company must contact Southwest Airlines

directly for such an opportunity. Interested parties may contact Southwest Airlines' Station Manager, Chad Farley at chad.farley@wnco.com.

Q3. So with the changes to the A/B Core baggage claim, the concessions, are there any changes to the employees of BWI, the people that serve the baggage claim area, the folks that do the ticketing. Any changes planned to their kitchenettes or their break rooms, any of the employee accommodations of the Airport, are there any changes to the things that employees use every day?

A3. See A2.

Q4. We recognize that the existing RFP maintains the existing street pricing formula at a time when everything post-COVID has gotten more expensive. We're also aware that there is a COMAR statute that describes the process for setting and changing the pricing program in the Airport. Does the Administration plan to survey other airports as the statute describes to set pricing?

A4. The Administration has modified its Street Pricing Policy to include Airport businesses operating within the Washington-Baltimore Region. Please reference Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.

Q5. When you look at several tenants, are you going to supplement what you already have?

A5. The Administration will evaluate the detailed written descriptions and illustrated placement of each proposed sublessee/tenant submitted by Proponents in accordance with Section IX.B.Tab 25.d of the original RFP. Proponents are encouraged to review the extensive information provided in the RFP and submit proposals that address each area requested by the Administration in the RFP.

Q6. The design manual that you're requesting, do you plan to supplement the design manual for the new requirements, or replace it?

A6. The Administration's Concessions Design Criteria is outlined in Exhibit "F" Design Standards of the original RFP. Based on the Administration's Concessions Design Criteria, the Selected Proponent's development philosophy and the Selected Proponent's Architect's vision for the reimagined Concessions Program, new design manuals will be developed and implemented for the reimagined Concessions Program. The Selected Proponent's comprehensive Tenant Design Standards in accordance with Section IX.B Tab 24.c of the original RFP and will include three separate and distinct packages including:

- i. Information Package for Contractors & Construction
- ii. Tenant Design Standard for Retail and Commercial Services Sublessees/Tenants; and
- iii. Tenant Design Standard for Restaurant & Food Court Sublessees/Tenants.

Q7. Will you be providing a participant list as one of the addendums from today?

A7. Yes. See General Information No. 14 in Section V in this Addendum No. 1 to the RFP.

- Q8. Previous contracts with the Airport did not allow for tips for Quick Service Restaurants (QSR). I don't know what this new one calls for, but just speaking for my employees, outside the Airport, they're making \$3.00 an hour and tips, and it's very important for the mostly lower paid employees, many of whom are from Baltimore City, that they be allowed to get tips, if you can consider that on behalf of my employees, that would be appreciated.**
- A8. The Administration will allow tip cups for Quick Service Restaurants. The Selected Proponent will publish a tenant handbook as referenced in Article VIII.B.2 Airport Concession Master Plan in Exhibit "A" in the original RFP, that outlines the rules and regulations of the Airport Concessions Program. Rules concerning tip jars and cups will be addressed in the Selected Proponent's tenant handbook.
- Q9. Just a little bit more clarification on the 3 percent cap for operators. Is that 3 percent based on the square footage within the storefront, the current storefront configuration, or does that also include the storage?**
- A9. The Administration has removed the subleasing limitation requirement in its entirety. Please reference Sample Contract Replacement No. 3 in Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.
- Q10. Is it possible that you would give consideration and address these questions to suggest that to add a provision to allow amounts above that 3 percent?**
- A10. See A9.
- Q11. Will it be provided in an addendum?**
- A11. Yes. See A9.
- Q12. I know there are advocates in the Administration that believe street pricing is sacrosanct, believe that it's important. I just want from the standpoint of concession operators, knowing that, after operating 17 years as a concessionaire at BWI, that 70 percent of distribution costs have gone up during that time. To hire employees that we have difficulty now, pre-COVID, through COVID, and today, compared to street. Construction costs, we're talking about reimagining, be better, two great cities, one great airport, and we've got to spend more money for that? And you're not going to allow street pricing plus. Seems to be a little limiting.**
- A12. See A4.
- Q13. Do you know that the regional airports are already at street plus 10?**
- A13. Yes. See A4.
- Q14. Your development model which in itself, you know, it creates different cost structures for operators. And I think what we find as operators is that our business model is always legislated differently. You have no price structures on the airlines, you have no price structures on the rental car companies. And we understand, but if you look at the data that's out there from all over the country, there is almost no way, based on the cost of labor, based on the supply chains, that you can really do this just at street pricing. Our costs that we pay are not fixed. So, likewise, keep an**

open mind, allow the operators to share with the developers as well as with you. But if you put that restriction on developers, they're going to quit on us, and it's going to impact levels of service.

A14. See A4.

Q15. I noticed that a lot of the current in-line retailers, they have expiration dates that go beyond the issuance of the new contract. Could you talk a little bit about how that works in terms of your numbers, what you're trying to get more minority participation, and then you have an issuance of a new contract. How will that impact some of the expiration for some of the in-line retailers moving forward if you have to increase participation?

A15. The Administration has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) goal of twenty percent (20%) for retail and commercial services and thirty-five percent (35%) for restaurant/food service concessions, in accordance with federal regulations for this Contract. Proponents should make good faith efforts to achieve these ACDBE participation goals. The Sublease Expiry Report provided in General Information No. 1 in the original RFP will assist Proponents and the Selected Proponent in developing their phasing and transition plans for redeveloping the reimaged Concessions Program including achieving the established ACDBE participation goals. See Section IV Replacement Provisions in this Addendum No.1. Also, firms must be ACDBE certified to be counted toward the Contract goal.

Q16. I am an ACDBE, and my business is extremely impacted by the lack of understanding that street pricing is not as accurate as it should be. So, I just want to make sure you understand that we have developers, we have large businesses, and then as an individual that is a partner with a larger business, it impacts me extremely in a way that almost devastates my bottom line.

A16. See A4.

Q17. Sustainability and impact, will that be considered in your evaluation on the developers -- for choosing a developer?

A17. Yes. Section IX.B.TAB 37 in the original RFP states, *“Proponents should consider, and include where feasible, policies, procedures, techniques and strategies to support Maryland’s sustainability efforts. Proposers should include sustainability in their approach to demolition, design, construction, retail and food sales, and in their operation and maintenance of the Concessions Program.”* The evaluation criteria outlined in Section VIII.C of the original RFP recognizes Section IX.B.TAB 37 as an evaluation item to determine the most advantageous proposal to the Administration.

Q18. And I just wanted to clarify, ACDBE goal is 20 or 35 percent?

A18. ACDBE participation goal of twenty percent (20%) for retail and commercial services and a separate ACDBE participation goal of thirty-five (35%) for all restaurant/food service concessions.

Q19. Will this contract be awarded to just one developer, or potentially more than one developer?

A19. The Contract will be awarded to one Proponent that has submitted the Proposal to the Administration that offers the best combined Technical and Financial Proposal and that meets the criteria established in the RFP. See Article XII.C, Contract Award, of the original RFP.

Q20. Will today's slide deck be available to today's attendees?

A20. Yes. Please see General Information No. 14 in Section V General Information in this Addendum No. 1 to the RFP.

The following questions were presented in writing to the Administration by the June 23, 2022 deadline to submit written questions.

Q21. The RFP does not reference "street pricing plus" and maintains the existing street pricing structure, which is not similar to other regional and national airports. Given cost increases in labor, construction, and cost of goods, the majority of airports across the country have moved to a 'street pricing plus' structure.

The Demographic and Psychographic Analysis (page 15) states that "The price of goods, food, and beverages at the airport may be higher than the price for similar items outside the airport, largely driven by higher costs associated with operating within an airport..."

We are aware that Maryland's COMAR fair pricing statute describes the process for addressing pricing at the airport and states that "in determining reasonableness the Administration shall consider the charges, fees, or prices for the same goods or services at comparable airports."

Question: Will the airport survey regional airports and give consideration for street pricing plus?

A21. See A4.

Q22. IX.A. Technical Proposal Format

Requirement: Proponents Technical Proposal shall contain the information outlined below, using a 12-point font on standard 8 ½" x 11" paper, not to exceed 300 single-sided pages, excluding forms, drawings, exhibits and attachments, in a three-ring binder, and accompanied by a transmittal letter on Proponent's letterhead. All supporting documentation (forms, drawings, exhibits and attachments) must be on paper no larger than 11" x 17." The 300-page limit begins with the Executive Summary and excludes forms, attachments, agreements, drawings, and resumes.

Question: Due to costs and environmental impact, will you consider reducing the number of required binders for this RFP?

A22. Proponents are required to respond to this RFP in accordance with the format specified and outlined in Section IX.A Technical Proposal Format and Section IX.B Technical Proposal Content in the original RFP.

Q23. IX.A. Forms

Requirement: The "Forms to be Submitted" Table of Contents indicates a Form No. 12 Labor Peace Commitment Statement; however, the PDF does not include a Labor Peace Commitment Statement form. The Labor Peace Commitment Statement also appears on the Technical Proposal Checklist.

Question: Will the MAA provide Form No. 12 Labor Peace Commitment Statement? Are we able to use our own form to indicate Labor Peace Commitment?

A23. The Form No. 12 Labor Peace Commitment was inappropriately included in the RFP and is not a consideration of the Contract to be Awarded. The Administration has replaced the Forms to be Submitted in their entirety to correctly reflect the RFP. See Section VIII Form to be Submitted in this Addendum No. 1 to the RFP.

Q24. *Requirement: The second page of the Forms to be Submitted PDF lists Forms No. 1 through No. 14. There are several discrepancies between the list of forms on this page and the forms that follow.*

Question: Will MAA revise the list of forms to match the actual forms that follow?

A24. Yes. See A23.

Q25. CONTRACT Requirement: H. Subleasing Limitations

The maximum aggregate amount of the Leased Premises that may be subleased to a Sublessee by Lessee is 3% of the Concession Area. This limitation extends to any subsidiary of a Sublessee and to any joint-venture or partnership formation by a Sublessee and to any ownership or ownership interest a Sublessee may have in a business entity.

Question: The sample contract states that "The maximum aggregate amount of the Leased Premises that may be subleased to a Sublessee by Lessee is 3% of the Concession Area." In order to properly merchandise all areas of the airport, in light of post pandemic economics and in order to maximize revenue to the airport we would respectfully ask that the Administration consider increasing the 3% limitation?

A25. See A9.

Q26. Tab 10 – Consultant and Professional Acknowledgement

Requirement: Proponents shall acknowledge any and all consulting and professional contractor or subcontract arrangements in response to or in relation to this RFP and contract to be awarded. Proponents are required to provide:

Question: Will the Administration clarify the definitions of "consultants and other professional services"?

A26. Proponents are required to acknowledge any and all consulting and professional services providing assistance, or that provided service and/or counsel in the development of Proponent's Technical Proposal.

Q27. Tab 14 – Guarantor

Requirement: In the event the Proponent is a newly formed business entity or otherwise fails to meet all mandatory qualifications, it must provide to the Administration information concerning another entity (Guarantor – e.g., parent company). Please describe, if applicable, the entity that will act as Guarantor of Proponent's obligations under the Contract to be awarded. Proponent shall include the Guarantor's state of organization; a copy of Guarantor's article of organization; and a certificate of good standing from the Guarantor's state of organization; a complete list of the owners or members of the Guarantor along with respective percentages ownership or membership; a complete list and resume of the individual members of the board of directors (or other governing body), the officers of the Guarantor; and a discussion of the management and control powers of the Guarantor.

Include any agreement between the Proponent and Guarantor. Proponent shall provide the corporate history of the Guarantor, and the current and previous experience of the Guarantor with regards to comparable development in size, magnitude, and use. This information should include project descriptions (three descriptions at minimum), project photos, dates completed, Guarantor's role, and financing. Also, include contact information for verification. By appendix in the Proponent's Technical Proposal, the Guarantor is required to provide copies of any internal and/or external audits or investigations from the last twenty-four (24) months (from the date of submission) from any federal, state, local, municipal, county and/or regulatory authority.

Question: The Administration should be applauded for its strong commitment to giving ACDBE firms an opportunity to propose on this project; however, the RFP also creates an unintentional barrier for ACDBE businesses by requiring 'Guarantors' for newly formed firms, which would certainly include any ACDBE Developer.

Firms are regularly formed from other companies that are not required to have a guarantor. In order to give ACDBE firms and newly formed companies opportunity to participate and compete, this requirement of a separate guarantor should only exist for firms that fail to meet all of the operational and financial requirements.

Will the Administration remove the requirement for newly formed business entities to have a separate guarantor in cases where the newly formed company is the guarantor?

A27. Section IX.B Tab 14 Guarantor in the original RFP has been revised to provide that a Proponent who does not meet item number one or two of the Mandatory Qualifications in Section V must provide a Guarantor. See Section IV Replacement Provisions in this

Q28. Tab 15 – Statement of Qualifications

Requirement: Proponent shall provide a complete and comprehensive statement clearly outlining its qualifications in term of experience and necessary certification(s). In addition, Proponent shall provide supporting information that demonstrates its competency to undertake and operate the proposed enterprise in the manner proposed in its Technical Proposal Submission.

Proponent shall address each individual Mandatory Qualification and describe in a comprehensive manner how it meets or exceeds the Mandatory Qualifications described in Section V of this RFP.

Question:

Your RFP contemplates that a newly formed firm can be eligible to propose. Further, the RFP states plainly that "Disadvantaged Business Enterprises ("DBE"), Airport Concessions Disadvantaged Business Enterprises ("ACDBE"), Minority Business Enterprises ("MBE"), Small Business Enterprises ("SBE") and Veteran-Owned Small Business Enterprises ("VSBE") will be afforded full opportunity to submit Technical Proposals in response to this RFP."

Requirement: Section V states:

If a joint venture, partnership, or limited liability company ("LLC") submits a Technical Proposal, the joint venture, partnership, or LLC must meet all of the Mandatory Qualifications criteria in order to be considered for award of the Contract. Failure of a Proponent to meet the Mandatory Qualifications shall result in the Administration finding the Proponent's Technical Proposal to be unacceptable and rejection of the Proposal.

Tab 13.c.iii states: If a joint venture or LLC, state the names of the firms and/or individual(s) participating in the joint venture or LLC, and the principal officers in each firm or names and titles of the members of the LLC, including their experience in developing shopping centers, restaurant and retail shopping districts, commercial properties and/or transportation facilities; and the proportionate share of the business owned by each joint venture partner, or the number of shares or interest held by each member of the LLC. Include a copy of the joint venture agreement or LLC operating agreement, and articles of organization as applicable.

Question: The way we interpret Tab 16, Section V, and Tab 13.c.iii, we can rely on the extensive experience and expertise of our individual owners who are Joint Venture Partners to meet the minimum qualifications, despite the fact that our company is new. Understanding that the specific experience meets the requirements we must demonstrate that the specific experience meets the requirements, can you confirm our interpretation is correct?

A28. The Administration has modified the requirements of Section V, Mandatory Qualifications, in the original RFP. See Section IV Replacement Provisions in this Addendum No. 1 to the RFP.

Q29. Tab 16 – Experience at Other Locations

Requirement: Description in comprehensive detail, the services Proponent provides to at minimum three locations comparable in size, magnitude, and scope as BWI Marshall Airport. Proponents should provide the name and address of each location with a comprehensive description of the primary and secondary services provided;

Question: The members of our newly formed joint venture have the experience and track record of performance detailed in the RFP, however access to specific data and information from previous work experience at other airports is unavailable to us. As part of your commitment to opportunity for newly-formed and ACDBE firms, would the Administration accept a narrative summary of our members prior airport experience with as much detail and clarity as we are able to provide?

A29. Yes. The narrative must be detailed and clear and included in an affidavit.

Q30. Tab 19 – Experience at Other Locations

Requirement: Business References – Proponent is required to provide a minimum of three written references from business entities, business leaders, industry organizations, government agencies and/or airport authorities endorsing Proponent’s qualifications, character, and service. The written references must be dated within six months of the Initial Technical Proposal submittal date, and include a contact person, who may be contacted by the Administration and who is willing to discuss the Proponent’s business activities. At a minimum, the reference information shall include the name of the entity or municipality, the name, title, address, phone number and email address of person providing reference.

Question: Will the Administration confirm that business reference letters and the financial reference letter do not count toward the 300-page limit?

A30. The business reference letter(s) and the financial reference letter(s) do not count towards the 300-page limit. See Section IV, Replacement Provisions, of this Addendum No. 1 to the RFP.

Q31. Tab 21 – Team Composition Plan

Requirement: 21.a. Proposed Team Members - Provide a listing of all proposed team members and collaborative entities and their comprehensive history and experience. Resumés of each identified or participant team member should be attached to the Proponent’s Technical Proposal.

Question: If the Team member is a company, can the Proponent provide a description of the company's experience in lieu of resumes for individual people employed by the company?

A31. Yes. Proponents can submit the comprehensive histories and experience of collaborative entities in lieu of resumes for individuals employed by the company.

Q32. *Requirement: 21.c. Reference Letters- Provide two written references, dated within six months of the Technical Proposal submission date, providing positive recommendations for the teaming member or collaborating entity, including previous experience, comprehensive detail as to the work performed, the location, the name, title, address, and phone number of person at reference who is most knowledgeable about the work performed.*

Question: Will the Administration confirm that business reference letters and the financial reference letter do not count toward the 300-page limit?

A32. See A30.

Q33. Considering the complexity of the RFP and the resources required to provide and accurate responses to any amendments released. Will the Administration release answers to questions as they are ready rather than holding all answers until July 27, 2022?

A33. No.

Q34. In order to provide Proponents the opportunity to accurately adjust responses to any answers that are released in a future amendment, will the Administration allow Proponents to ask follow-up questions to any answers that are released?

A34. No.

Q35. What is the definition of Developer proposer within the context of this solicitation?

A35. See the definition of “Concessions Developer” at Sample Contract Replacement No 1 in Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.

Q36. Can the Developer proposer operate any of the concessions locations themselves?

A36. No. The Selected Proponent/Concessions Developer is prohibited from operating any Concession Locations with its own employees. See Article VIII.B.2.d General Development in Exhibit “A” Sample Contract in the original RFP.

Q37. If the answer is yes, what percentage of the concessions space can the Developer proposer operate?

A37. See A36.

Q38. Article VII(H) of the Sample Contract explains that the “maximum aggregate amount of the Leased Premises that may be subleased to a Sublessee by Lessee is 3% of the Concession Area.” Given economies of scale, supply chain and labor challenges, and the financial feasibility of a successful airport concessions subleasing

program, will the Administration consider increasing the 3% limitation to at least 30%?

A38. See A9.

Q39. Notwithstanding any subleasing limitations set forth by Article VII(H) of the Sample Contract, will subleases executed prior to the RFP award date, and any subsequent extensions of those subleases, be exempt from the subleasing limitations set forth by Article VII(H) of the Sample Contract?

A39. No. See A9.

Q40. Article VIII.C.4 of the Sample Contract clarifies that “prices for the sale of food, beverage, retail and commercial services” shall be street priced. Will Article VIII.C.4’s Concession Pricing Policy be reevaluated in light of pricing policies currently implemented in regional and international airports throughout the Washington-Baltimore region, which support prices above street pricing?

A40. See A4.

Q41. Article VIII.H of the Sample Contract explains that “...[a]ny contract between the Lessee and its selected logistics provider shall be non-exclusive.” Please clarify how the logistics provider is not exclusively supporting the Lessee’s Concessions Program.

A41. The contract between the Selected Proponent and a logistics provider shall allow for the logistics provider to provide services to other people at BWI Marshall such as other tenants and contractors not associated with the Concessions Program (e.g., an airline club may require logistic services).

Q42. Article XXXI of the Sample Contract appears to have conflicting ACDBE participation goals for retail and commercial services, and restaurant/food service concessions. Please clarify the ACDBE participations goals.

A42. See A18.

Q43. Please provide a copy of the Sublease Form Exhibit to the Sample Contract.

A43. The Selected Proponent will be required to develop and submit for the Administration’s written approval, any proposed Sublease Agreement Form that will be used under the Concessions Program. The Administration will not provide the requested item. See Article IX Sublessee Agreement of Exhibit “A” Sample Contract in the original RFP.

Q44. Please provide a copy of CAD drawings for the Leased Premises including all concessions selling and storage spaces.

A44. CAD drawings will only be made available to the Selected Proponent.

Q45. Please provide a copy of the delivery and receiving zones and routes established by the Administration, as described in Article VIII.H of the Sample Contract.

A45. Please reference Exhibit “I” in Section VI in this Addendum No. 1 to the RFP.

Q46. Will the Administration confirm that the Financial Offer (aka Financial Proposal) initial submission deadline is October 7, 2022?

A46. Yes. The initial submission of Financial Proposals is October 7, 2022.

Q47. Form14 – Technical Proposal Checklist does not match the required tabs indicated in the Technical Proposal (pages 49 – 81).

Question: Please provide a revised Form 14 – Technical Proposal Checklist that matches the required tabs in the Technical Proposal.

A47. See A23.

Q48. Munich Airport US Holding is a subsidiary of Munich Airport International GmbH through Flughafen Muenchen GmbH (the operator of Munich Airport in Germany). As the latter entity satisfies the following requirement, could Munich Airport US Holding use these credentials for the sake of complying with the following requirement of this bid:

Proponent must have seven consecutive years of operating experience within the last ten years of demonstrated operational experience in designing, developing, leasing, and managing the day-to-day operations of an airport concessions program, retail mall, and/or lifestyle center or retail power center.

A48. See A28.

Q49. When proposing as a JV, is it acceptable to combine experience of more than one respondent to meet the operating experience requirements of the RFP?

A49. See A28.

Q50. Please provide open, editable excel files for all space and finance related documents (especially for General Information No. 6 attachment) and a list of contract expiration dates.

A50. See General Information Nos. 21 and 22 in Section V in this Addendum No. 1 to the RFP. Also, please reference General Information No. 1 in the original RFP for the list of Sublease expiration dates.

Q51. Please provide the traffic forecast for the next 10 years.

A51. See General Information No. 18 in Section V in this Addendum No. 1 to the RFP. Forecasts are subject to change due to changes in market conditions.

Q52. The RFP attachment “Forms to be Submitted” includes a list of forms to be submitted as part of the RFP response. The list includes Form No. 12 “Labor Peace Commitment Statement.” However, Form No. 12 included in the attachment is titled, “Non-Collusion Affidavit Form” and no form titled “Labor Peace Commitment Statement” is included. Is the Form “Labor Peace Commitment Statement” required to be submitted as part of the response to the RFP and, if so, can it please be provided to prospective bidders.

A52. See A23.

- Q53. Please indicate which storage spaces are assigned to each tenant and any revenue received from tenants for storage spaces. Storage square feet is indicated by Concourse in the document “Concessions Analysis and Performance” but does not indicate the assignment of storage spaces to each tenant. Please also provide a map which indicates the locations of each storage area.**
- A53. Please reference Exhibit “H” in Section VI in this Addendum No. 1 to the RFP. The existing concessions storage consists of approximately 42,581 square feet. The Administration does not currently maintain assigned location maps for concession storage.
- Q54. Please explain the allowable rental rate for Concession Storage. Pursuant to Article VII, Section E of the proposed Lease Concession Contract the Lessee shall pay the Administration at the standard rental rate.” The Lessee may charge Sublessees a rate not higher than 20% of the “standard rental rate.” The charges and fees are also subject to a 55% concession fee payable to the Administration. How is Concession Storage Fee calculated if for example the “standard rental rate” is \$1,000 per year.**
- A54. Per Article VII.E Leased Premises – Concession Storage in Exhibit “A” Sample Contract in the original RFP, during the Development Phase and the Renovation Phase of the Contract, the Administration will provide the Lessee, at no additional cost, 42,581 square feet (sq ft) of unfinished concession storage space. During the Development Phase and the Renovation Phase, the Lessee shall pay the Administration a 55% concession fee on storage rents invoiced to Sublessees.

For example, if during the Development Phase or the Renovation Phase the Lessee leases to a Sublessee 29 sq ft of storage space at a rate of \$34.49 per sq ft per annum (PSFPA), the total of the 12 monthly invoices and concession fee payments for this sublease will be:

Development Phase or Renovation Phase – Administration Concession Fee Example	
\$34.49	Rate psfpa
29	Sq ft
\$1,000.21	Storage Fee from Sublessee to Lessee
55%	Administration Percent concession fee
\$550.12	Payment from Lessee to the Administration

At the end of the Renovation Phase, which is also the start of the Operation & Management Period, the Lessee is required to lease all of the available concession storage space, and pay the Administration the “standard rental rate.” The standard rental rate is defined in Article VII.E Leased Premises – Concession Storage as the rate published in BWI Marshall Tenant Directive (TD) 401.1.

In this example, let us use a standard rental rate of \$30.00 PSFPA for storage per TD 401.1 at the start of the Operation & Management Period. Article VII .E also states that

the Lessee may charge sublessees a rate not higher than 20% of the standard rental rate in TD 401.1. In this example, a 20% maximum adds \$6.00 PSFPA, bringing the total to \$36.00 PSFPA. This revenue is not subject to the percentage concession fee in Article XIII.B.2 Compensation for Concession Rights – Payments to the Administration of Exhibit “A” Sample Contract.

Operation & Management Period – Sublessee Storage Rent Example	
\$30.00	Rate psfpa
\$6.00	20% Maximum surcharge to sublessees
\$36.00	Rate + surcharge
\$1,044.00	Rent from Sublessee to Lessee
0.0%	Percent concession fee -- none
\$0.00	Concession fee payment from Lessee

During this period, the Administration would invoice the Lessee for the 42,581 sq ft. At \$30 PSFPA, the monthly invoice would be \$106,453 and the 12 monthly invoices would total \$1,277,430.

It is the Administration’s intent to implement a concessions storage fee in accordance with Article VII.E in Exhibit “A” in the original RFP. The Administration has not yet published the concessions storage fee rate in Attachment No. 4, but will be posted in the Tenant Directive’s next revision at a rate of \$30 .00 per square foot.

Q55. The proposed Lease Concession Contract is for the “...the nonexclusive right to redevelop, renovate, lease and manage the retail, restaurant and commercial services at the Airport...” Please indicate which other parties may in the future or do now have rights to re-develop, renovate, lease and manage the retail, restaurant, and commercial services at Baltimore/Washington International Thurgood Marshall Airport (BWI). Please also indicate which areas or spaces within BWI, those parties may have rights to redevelop, lease and manage retail, restaurant, and commercial services at BWI.

A55. The Administration has not identified or determined any specific party, area or future expansion program where it may assign the same rights as the Contract to be Awarded.

Q56. Is there an anticipated handover date for tenant to begin construction in the A/B Expansion?

A56. The anticipated date is May of 2025.

Q57. Is there a proposed construction build-out period for both retail and food and beverage spaces in the A/B Expansion? If so, please provide the proposed build-out period.

A57. It is anticipated that the Selected Proponent and its Sublessees will have approximately 90 to 120 days or more for build-out during the A/B Expansion construction build-out period. See Also A56.

Q58. Pursuant to the proposed Lease Concession Contract the premises in the A/B Expansion will be added to the Leased Premises upon Delivery of Beneficial Occupancy of the Administration’s A/B Expansion Project. Is the A/B Expansion part of the Renovation Phase as defined in the proposed agreement or is it separate?

A58. The A/B Core Expansion work is to be completed by the Selected Proponent during the defined Renovation Phase of the Contract to be Awarded. The Administration’s A/B Expansion project is separate from the A/B Core Expansion work.

Q59. If the A/B Expansion is a part of Renovation Phase must the Sublessee’s work be completed in the A/B Expansion by December 31, 2026 as per Article VI, Section B, Subsection 7 and subject to the penalties therein?

A59. Sublessee’s work should be completed on or before the opening of the A/B Core Expansion to the public and/or airline operations. See also A56 through A58.

Q60. Article IV of the proposed Lease Concession Contract indicates that, “Lessee shall provide, and recognize as integral to creating a passenger experience, regional cuisine, products and shops featuring the products of the State of Maryland and the Washington-Baltimore region as an integral part of the Concessions Program.” Are their specific local areas within the defined Region that are preferred or are weighed more heavily?

A60. No. However, Proponents are encouraged to implement a Sublessee tenant mix strategy and plan that showcase the regions’ best and well-known brands, cuisine, restaurants, products and retailers.

Q61. Article IV of the proposed Lease Concession Contract indicates that Maryland State Lottery Tickets are to be sold in the Airport. Are other forms of gaming such as sports betting, either through smart-phone applications or direct gaming or other forms of gaming allowed in the Terminal. Gaming or sports betting is not listed as a Prohibited Use in Article V of the Lease Concession Contract.

A61. The implementation of gaming and sports betting has not been approved by the State of Maryland at Airport facilities. If and when such legislation is approved, the Administration will review the issue.

Q62. Article 6 Section H of the proposed Lease Concession Contract indicates “Subleasing Limitations.” Please explain the intent of this Section. Please reconsider this limitation.

A62. See A9.

Q63. Article 6 Section H of the proposed Lease Concession Contract indicates “subleasing Limitations.” This section seems to limit the leasing of space by each Sublessee to 3% of the Concession Area. The restriction of this Section seems to require the Lessee to sublease space to many individual subtenants. Is the Administration flexible to allow for the sublease of greater than 3% of space if it is shown that this benefits the Airport such as to allow for the lease spaces in lower traffic locations that may not otherwise be as desirable in the market or other benefits to the Airport as a whole or to local operators otherwise less likely to lease space in the Airport.

A63. See A9.

Q64. Article 6 Section H of the proposed Lease Concession Contract indicates “Subleasing Limitations.” This section seems to limit the leasing of space by each Sublessee to 3% of the Concession Area. Does this restriction apply to existing tenants who may be proposed as part of the Masterplan and become Sublessees?

A64. See A9.

Q65 In the proposed Lease Concession Contract reference is made to Annual Refurbishments by the Lessee to common areas in the amount of \$5 per Common Area Square Foot. What is the total square footage of common area and what areas of the Airport are included and excluded from this calculation?

A65. Common areas include the Food Court Areas of the Concessions Program including the “A/B Boardwalk” which is in the A/B Food Court between food court seat and concessions. These areas represent approximately 15,409 square feet.

Q66. Can this cost be passed through to sub-tenants as part of CAM charges?

A66. Yes. Proponents may propose the implementation of an additional and separate Food Court Fee/Charge similar to CAM for those subtenants who operate within or adjacent to Food Court Areas. Proponents may also consider this cost as part of their Proforma and in their Financial Proposal, so as not to directly burden Sublessees with such additional costs.

Q67. Can this dollar amount be pushed forward in anticipation of capital improvements to Common Areas if it can be shown that this is the best use of funds for the Airport?

A67. Yes. The Selected Proponent must provide a comprehensive explanation and rationale as to why such annual capital improvement costs for the refurbishment of common areas should be deferred and delayed to the Selected Proponent’s proposed completion schedule. Such request must be submitted with Proponent’s Technical Proposal.

Q68. May the Lessee include in CAM charges such as, waste removal and logistics services fee the cost of employment of management employees to manage these contracts and services and may these costs be passed through to Sublessees?

A68. Logistics services is represented by the Delivery & Distribution Charge. Please see Article VIII.H Lessee Obligation – Delivery & Distribution in Exhibit “A” Sample Contract in the original RFP for Delivery & Distribution. Waste removal and maintenance of the common areas must be charged to CAM charges in accordance with

Article VIII.D Lessee Obligation – Common Area Maintenance (CAM) charges in Exhibit “A” of the original RFP. The costs of the Selected Proponent’s management employees and other operating costs, including the Selected Proponent’s management fee and profit, should be reflected in the financial consideration of the Lease and Concessions Contract as more specifically proposed on the Financial Proposal Form of the RFP (reference Form No. 13 in this Addendum No. 1 to the RFP).

Q69. Is any cost of common area electricity or HVAC included in the CAM charges and if so, may it be passed through to Sublessees?

A69. There are no costs to the Selected Proponent or the Selected Proponent’s Sublessees for utilities.

Q70. Any shortfall in the collection of CAM charges is to be paid by which party? The RFP indicates shortfalls in the collection of CAM charges in the years 2020, 2021, and 2022 of approximately \$700,000.

A70. Shortfalls in the collection of CAM charges is the responsibility of the Selected Proponent. The Shortfall of such charges may be rolled over to the succeeding contract year to recover those shortfalls from the preceding year.

Due to the COVID-19 pandemic and the detrimental revenue impact, the existing Contractor (Fraport) implemented financial relief measures to support sublessees under the Concessions Program by waiving certain pass through charges from April 1, 2020 through December 31, 2020.

Q71. Any shortfall in the collection of the delivery and distribution charge will be the responsibility of which party? The RFP indicates a shortfall of approximately \$270,000 in year 2020.

A71. See A70. Additionally, many Airport concessions were temporary closed during the COVID-19 pandemic period, wherein pass through charges were not collected, waived or excused.

Q72. Any shortfall in the Joint Marketing Fund is the responsibility of which party? The RFP indicates a shortfall in the amount of approximately \$425,000 in year 2022 budget.

A72. See A70 and A71.

Q73. Is gas available for cooking to food and beverage sublessees? If so, are there individual meters for the gas utility for each food and beverage concessionaire?

A73. Gas is available for food and beverage sublessees. See General Information No. 8 in the original RFP. There are no individual meters for utilities under the Airport Concessions Program.

Q74. How are grease traps or interceptors set up (service individual tenants or shared in the airport and at what capacity (how many)?

A74. Grease traps are currently maintained by individual sublessees. Most grease traps are serviced on a quarterly basis. Proponents should determine the number of grease traps

based on the Revised Exhibit “C” Concession Operational and Storage Are in this Addendum No. 1 to the RFP and their proposed tenant mix and sublessees placement under the Proponent’s Airport Concessions Master Plan.

Q75. Article XI of the proposed Lease Concession Contract indicates that payment of utilities, “..will not be billed separately to the Lessee or Sublessee (with the exception of telecommunications). Are there individual meters for gas, electric, water and other utilities? If not, how are utilities paid for by proposed tenants and how are costs allocated?

A75. There are no individual meters for gas, electric, water and other utilities. All utilities are currently paid by the Administration. Also see A69.

Q76. Article XXVI Section G of the Proposed Lease Concession Contract indicates automobile insurance coverage of \$5 million is required for restricted non-movement and movement areas and requires the Lessee to have vehicular access to non-restricted areas. Is the Lessee required to have vehicular access to restricted areas and if not is the automobile insurance coverage for restricted areas required?

A76. The Selected Proponent is not required to have vehicular access to restricted areas, however, the insurance covers “liability out of any auto” that is associated with the operation of the Concessions Program including Selected Proponent’s contractors and/or subcontractors, sublessees and their agents and representatives. See also Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.

Q77. Is any portion of the payments for insurance requirements of the Lessee reimbursable from the Sublessee?

A77. Yes. . As part of any sublease between a proposed subtenant and the Selected Proponent, such language would be subject to approval by the Administration.

Q78. Article XXXVIII Section F of the Proposed Lease Concession Contract includes fines that may be imposed by the Administration. May these fine also be assessed to Sublessees as liquidated damages for the same or similar failures to perform or violate their contract or sublease?

A78. Subleases between a subtenant and the Selected Proponent may include the ability for the Selected Proponent to impose fines against the subtenant for failure to perform.

Q79. Article XLVIII of the Proposed Lease Concession Contract provides for the Administration’s right to terminate the Contract for Convenience. Is there any notification period that can be provided as part of this termination-right?

A79. No. Article XLVII Termination for Convenience in Exhibit “A” of the original RFP states, “...this Contract may be terminated by the Administration in accordance with this clause in whole, or from time to time in part, *whenever the Administration shall determine that such termination is in the best interest of the Administration.*”

Q80. RFP attachment 1 titled Lease and/or Concession Contracts General Provisions is assumed to be the Concessions Contract with existing tenants at the Airport. Are all provisions of this contract to be incorporated into any Sublease between proposed Lessee and Sublessee or may Lessee create its own Sublease with certain mandatory sublease provisions incorporated from Attachment 1? If so, can the mandatory provisions please be identified?

A80. Sublessees are subject to the articles and provisions of the Lease and Concession Contract between the Selected Proponent and the Administration which include the Contract's General Provisions. In the event of a conflict between the Lease and Concessions Contract and the General Provisions in Attachment No. 1 in the original RFP, the Lease and Concessions Provisions shall govern.

Q81. RFP Attachment No. 4 titled, Tenant Directive "Standard Rates and Fees at Baltimore/Washington International Thurgood Marshall (BWI Marshall) Airport includes a summary of charges to Airlines. Please confirm that none of these fees or charges are to be paid by or reimbursed or passed through to the Lessee or Sublessee. If these fees or charges are to be passed through or charged in any way to the Lessee or Sublessee, please indicate which fees and to whom they are passed through to or paid by whom.

A81. See A54 It is the Administration's intent to implement a concessions storage fee in accordance with Article VII.E in Exhibit "A" in the original RFP. The Administration has not yet published the concessions storage fee rate in Attachment No. 4, but will be posted in the Tenant Directive's next revision at a rate of \$30 .00 per square foot.

Q82. The RFP documents indicate that an adjustment of MMG would be possible depending on a loss of enplanements. Will the Administration consider decreasing MMG if a relocation or reduction required results in a reduction of leasable square footage greater than ten (10) percent?

A82. The Administration will consider adjusting the MMG if such reduction in leasable square footage takes place. If the Administration and Selected Proponent agree to such terms to reduce the MMG, a Contract Supplement to the Lease and Concession Contract reflecting the agreeable modification will be subject to the Maryland Board of Public Works review and approval.

Q83. The maximum aggregate amount of the Leased Premises that may be subleased to Sublessee by Lessee is 3% of the Concession Area. Concession Area has been defined as the Sublessee Premises and Common Areas or Leased Premises, excluding Concession Storage. Can the Administration clarify that the calculation used to determine a Sublessee's share will use a denominator that excludes storage space?

A83. See A9.

Q84. Will the Authority be willing to grandfather existing Sublessees (both retail and food and beverage) that currently have a greater than three percent (3%) share so that the maximum aggregate will only apply to new subleases?

A84. See A9.

Q85. Would the Administration consider modifying the Contract to provide objective performance objectives and criteria considered by the Administration in making the determination to require the Developer to remove its General Manager or Operations Manager?

A85. No.

Q86. Can the Administration clarify whether the enplanement projections described in Article XIII.G will apply as of the Effective Date?

A86. Yes. The enplanement projection described will apply as of the Effective date.

Q87. It is stated that the Administration will not provide employee parking for the Developer. Does this mean the Administration will not offer parking free of charge, or that the Developer would be prohibited from paying for employee parking?

A87. The Administration will provide the Selected Proponent or the Selected Proponent's Sublessees an opportunity to purchase limited parking in the Administration's Hourly Public Parking Garage. Airport Tenant employees are provided parking privileges in accordance with COMAR 11.03.01.05 "Control of Landside Traffic and Ground Transportation" (see General Information No. 23 in this Addendum No. 1 to the RFP). Individuals and employees having an employer/employee relationship with a company operating under a lease or concession agreement or other contract with the Administration or with an Administration subtenant are eligible for Airport Tenant employee parking privileges.

Currently, the Administration operates and maintains approximately 3,158 vehicle parking spaces dedicated to Airport Tenant employee parking. The largest facility is a surface parking lot immediately behind the Hourly Parking Garage containing approximately 1,195 vehicle parking spaces. Within the Hourly Parking Garage the Administration has 600 dedicated vehicle parking spaces on the third level. A second Airport Tenant employee parking facility is located at Aviation Boulevard at Elkridge Landing Road, Linthicum, Maryland. This lot contains approximately 1,050 vehicle parking spaces and is served by a closely scheduled and dedicated shuttle bus service. Finally, the Administration maintains an Airport Tenant employee manager's surface parking lot located adjacent to the Airport Terminal Building and MDOT MTA's light rail platform at the end of the Terminal Building's Concourse E. The manager's surface parking lot contains approximately 313 vehicle parking spaces that are assigned.

The current cost for employee parking is outlined in General Information No. 24 in this Addendum No. 1 to the RFP.

Q88. Will the Administration clarify whether Lessee must submit the comprehensive Concession Transition Plan within 90 days of the (i) date of Award or (ii) the Effective Date?

A88. In accordance with Article VIII.B in Exhibit "A" of the original RFP, "*Within ninety (90) calendar days of approval of this Contract by BPW, Lessee shall submit to the Administration for its approval, a complete and comprehensive Concession Transition*

Plan that ensures the efficient commencement of this Contract and optimizes the passenger experience during the transition.” That is, after the approval of the Lease and Concession Contract by the Maryland Board of Public Works, the Selected Proponent will have 90 calendar days to submit its Concessions Transition Plan.

Q89. The Administration reserves the right to receive Joint Concession Marketing Funds from Lessee to recover or cover the cost of Administration developed signage and/or promotional materials and programs included on Airport technology platforms or services. Is the Administration willing to impose a cap on how much of the Funds can be used per Contract Year? Can the Administration clarify whether this “signage and/or other promotional materials” will be relevant solely to the concessions (retail, food & beverage) program and not other Airport services (e.g. rental cars, parking, etc.)?

A89. The signage and/or other promotional materials proposed under this provision and provided by the Administration as referenced, shall be strictly to promote and advertise the Airport’s Concessions Program’s retail, restaurant and commercial services. It is the intent of the Contract to be Awarded that the Administration and the Selected Proponent review the budget for pass through accounts prior to their approval. The Administration and Selected Proponent will review any projected costs for such services prior to approval of the Joint Concession Marketing Fund budget for the succeeding Contract Year.

Q90. Can the Administration confirm that during the Development & Renovation phases, the Percent Concessions Fee to the Authority is fixed at 60% with no MMG, and may not be proposed differently?

A90. The Administration confirms the financial consideration between the Administration and the Selected Proponent as being fixed at 60% with no MMG during the Development and Renovation Phases of the Contract Term.

Q91. Will the Administration consider responses to Form 13 (Sections 1.a.ii and 1.b.ii) that include multiple and/or changing percentages over time, sales, enplanement thresholds?

A91. No. Nothing shall be entered on the Financial Proposal Form (Form No. 13 in Section VII in this Addendum No. 1 to the RFP) that alters or proposes conditions on the financial compensation. Financial Proposals that do not adhere to the requirements or that alter the form of the Financial Proposal Form may be deemed unacceptable.

Q92. The current Developer’s agreement with the Administration expires on March 31, 2023. Can the Administration confirm that the Effective Date and Development Phase would begin no sooner than April 1, 2023?

A92. The Effective Date of the Development Phase is the date that the Lease and Concession Contract is executed by the Selected Proponent and the Administration, with the approval of the Executive Director of the Maryland Aviation Administration, the Maryland Secretary of Transportation, and the Maryland Board of Public Works (BPW). The Development Phase will expire at 11:59 p.m. on March 31, 2024.

- Q93. Is the Lessee required to implement LiDAR technology specifically, or can a different technology with the same or better capabilities be used, subject to Administration approval?**
- A93. Different technology with the same or better capabilities may be used, however, such technology must be collaborated with SmartCity Wireless as referenced in the RFP.
- Q94. Will the Administration consider providing answers to written questions as they are available, rather than waiting for July 27 to publish all responses? This could allow more time for respondents if major changes to their proposals become necessary.**
- A94. No. See also A33.
- Q95. With the frequent changes in the marketplace with respect to trends in food and retail, would the Administration permit the master concession plan to include concept categories only for space to be leased in 2025 and beyond, instead of specific concepts?**
- A95. No.
- Q96. Will the Administration define the term “Terminal Concessions Program Developer”?**
- A96. See A35 and A36.
- Q97. The Administration reserves the right to contract with and allow other tenants of the Airport to utilize the services of the logistics provider. It is also clear that the Administration would enter into its own agreement with the logistics provider. Would the Administration clarify that such utilization by any other party will be governed by a separate agreement between the other party and the logistics provider, and further, that the Lessee will not be responsible for the costs of such additional services?**
- A97. See Exhibit “G” Logistics Provider Sample Contract in the original RFP for the Administration draft Lease and Concession Contract between the Administration and the Selected Logistics Provider.
- Q98. Would the Administration consider a defined review period (e.g. 30 days) for its review of construction documents and sublease agreements? In the event the Administration is unable to review and respond within the defined review period, would the Administration be willing to provide Lessee a day-for-day extension to complete tasks that rely on such response/approval?**
- A98. The Administration will review such delays on a case-by-case basis and provide written notice to the Selected Proponent of any extension given in consideration of the delayed review process.
- Q99. Will the Administration consider CAPEX expenditures by Proponent during the Operational Phase (i.e., with proposed C-D Connector?)**
- A99. No.
- Q100. Can the Administration please provide the capacity and location of the sewer line connections at each concourse?**

A100. See Section II.C in General Info. No. 8 MEP Capacity Study in the original RFP.

Q101. Will the Administration consider agreements executed via DocuSign, original copies?

A101. The Administration will not accept the Lease and Concession Contract between the Administration and the Selected Proponent executed via DocuSign. Sublease Agreements between the Selected Proponent and its Sublessees may be submitted to the Administration executed via DocuSign.

Q102. Will the Administration consider lowering the insurance amount requirements for small subcontractors and contractors?

A102. No.

Q103. The participation outlined in Article XXXI(B) states that the Administration has set a participation goal of 20% for retail and commercial services; Article XXXI(E) states a participation of 15% for retail and commercial services. Can the Administration please clarify the correct figure?

A103. The Administration has corrected this error, please see Sample Contract Replacement No. 5 in Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.

Q104. Can the Administration clarify whether there are any fines associated with Violation 11 in Article XXXVIII(F)?

A104. The Administration has corrected this error, please see Section IV, Replacement Provision, in this Addendum No. 1 to the RFP.

Q105. When will notice be deemed effective if it is sent by means other than certified mail?

A105. Notices are deemed effective when hand delivered or received by the delivery method selected by the Proponent (i.e., FedEx, UPS, Other).

Q106. Can the Administration clarify whether the Employment History Investigation records shall be maintained by a) Lessee or b) the Administration for 180 days post-termination of an individual's access privileges?

A106. The Selected Proponent is required to maintain employment history investigation records for 180 days post termination.

Q107. Lessee shall cause Sublessees to furnish Conceptual Plans and Final Documents "...well in advance of the Turnover Dates to allow time for the Administration's review and approval". Can the Administration provide clarity on what would be considered "well in advance"?

A107. Article X.A Construction of the Concession Program & Capital Improvements – Permitting/Planning Requirements in Exhibit "A" in the original RFP states, "Lessee shall cause Sublessees to furnish conceptual drawings and plans ("Conceptual Plans") and final drawings and specifications ("Final Documents") for each Sublessee Premises Capital Improvement well in advance of the Turnover Dates to allow time for the Administration's review..." Prior to the Selected Proponent's turnover of concession space to its Sublessee for improvement, the Administration requires the review and

approval of Conceptual Plans and after the capital improvements are completed, all Final Documents (i.e., As Built).

Q108. The Lessee shall provide the Administration two (2) sets of “record drawings” duly certified by a registered architect or registered engineer. Can the Administration clarify whether the “record drawings” have to be in hard copy or whether electronic copies are acceptable?

A108. The “record drawings” are preferred to be submitted by electronic means. However, hard copy “record drawings will be accepted by the Administration.

Q109. Lessee’s, or Sublessees’ construction contractors are required to provide adequate payment and performance bonds with the Administration as a dual obligee along with Lessee. This could be extremely difficult for small contractors. Would the Administration be willing to waive such requirement under certain circumstances? What, if any, alternatives to performance bonds would be acceptable to the Administration?

A109. The Administration will not waive the required payment and/or performance bond requirement.

Q110. Lessee and Sublessees shall cause its general construction contractor to obtain one hundred percent (100%) performance and payment bonds for any alteration or expansion of the construction performed under the Contract in excess of One Hundred Thousand Dollars (US\$100,000.00). Given the rise in construction costs, would the Administration be willing to increase this threshold?

A110. No. The Administration does not agree to increase the threshold as stated.

Q111. Will the Administration agree to identify, at the time of granting its consent to Capital Improvements, which, if any, must be removed upon termination?

A111. See Article XX.D and E in Exhibit “A” to the original RFP.

Q112. Lessee shall pay to the Administration sixty percent (60%) of Sublessee Rentals. Will the Administration clarify whether this means rent collected? Or “stated rents” in the subleases?

A112. The Selected Proponent shall pay the Administration sixty percent (60%) of Sublessee rentals collected during the Development and Renovation Phases of the Contract Term.

Q113. Lessee shall cause annual audits of a portion of its Sublessees to be conducted and prepared by an independent CPA satisfactory to the Administration. Subject to Administration’s approval, Lessee shall establish a rotating schedule under which representative samples of its Sublessees are included in each annual audit. Does the administration expect all sublessees to have be audited in a certain number of years? If so, how many years?

A113. At a minimum, the Administration expects a Sublessee with a five year contract term (as an example) to be audited no less than twice during the term of their sublease agreement. For longer subleases, ten (10) years as an example, the Administration expects the number of audits being no less than four based on a rotating schedule over the ten (10)

year sublease term. The rotating audit schedule will be proposed the Selected Proponent and reviewed and approved in writing by the Administration. Such schedule shall be modified and changed as new concessionaires are added to the program and others expire based on natural turnover or early termination.

Q114. Can the Administration clarify whether there will be fees associated with failure to maintain ACDBE participation even in the event Lessee is fulfilling the specified “good faith efforts” re: ACDBE’s CFR?

A114. See Article XXXVIII.F.15 at Sample Contract Replacement No. 6 in Section IV, Replacement Provisions, in this Addendum No. 1 to the RFP.

Q115. Can the Administration clarify that the term “Lessee” does not include contractors and or subcontractors?

A115. Correct, the term “Lessee” does not include contractors and/or subcontractors. See Article II Definitions of Exhibit “A” Sample Contract.

Q116. Is the Administration willing to modify the definition of Turnover Date in the case of existing Leased Premises to be redeveloped, from “the date of the Sublease” to the “date the Sublessee Premises is made available to Sublessee?”

A116. No.

Q117. The Administration reserves the right to alter the Scope of Services or omit any portion of Work as it deems “reasonably necessary for the public interest.” Can the Administration provide examples of what would be deemed reasonably necessary for the public interest?

A117. As an Example: In consideration for the development of the C/D Connector, the Administration could modify the Scope of Services provision of the Lease and Concession Contract to include hotel accommodations. This example modification would be with the intent and desire of the Administration to enhance traveler experience and amenities while expanding its public-private partnerships to create high-quality commercial services in the public interest.

Q118. Lessee, through its Sublessees, shall provide a curated variety of first-class retail, restaurant and commercial service concessions to serve Airport users within the Airport Terminal Building and associated Airport facilities. Can the Administration explain what is meant by “associated Airport facilities”?

A118. Please reference Sheet 11 of 11 in Exhibit “C” in the original RFP. Sheet 11 illustrates vending locations and a 378 square foot News and Gift concession located approximately four (4) miles from the Airport Terminal Building at the BWI Marshall Airport’s Consolidated Rental Car Facility. The Airport’s Consolidated Rental Car Facility is considered an associated Airport facility.

Q119. Will the Administration make a copy of the “Administration’s customized benchmark panel of Airports” available?

A119. See General Information No. 4 Airport Comparative Analysis in the original RFP (page 19, specifically). The Administration will notify the Selected Proponent of any changes to the Administration’s customized benchmark panel of airports.

Q120. The Administration limits Specialty Retail to a term of 5 years. Provided a subtenant is in compliance with its agreement, will the Administration permit each Specialty Retail at least one (1) renewal right?

A120. Yes. However, the Administration encourages the Selected Proponent to have and maintain a performance provision in its sublease agreements, wherein, if certain financial and/or Key Performance Indicators are not maintained, such Sublessee will not be granted automatic renewal rights, but will be required to bid for the location with no less than two other concession proposers with different or same concepts. Additionally, the Selected Proponent should incorporate and maintain provisions that financial and Key Performance Indicators may be grounds for early termination should such indicators fall below, well below or consistently below standard.

Q121. We request that the Administration consider requiring that the submittal of the Proponent’s Capital Investment be made as part of the separate sealed financial offer and that the Administration detail on how the evaluation of rent will be made in consideration of the level of Capital Investment proposed.

A121. The Administration does not agree with this request. Proponent’s Capital Investment Plan (see Section XI.B.TAB 33 in the original RFP) will be evaluated in conjunction with Proponent’s Proforma, its Financing, its Financial Ability to Perform and the Airport Concessions Master Plan to determine if the Proponent’s submitted Technical Proposal was comprehensive and reasonable prior to opening Proponent’s Financial Proposal.

Q122. Can the Administration please confirm that the ACDBE participation calculation for Food & Beverage and Commercial Services & Retail in this program will be based only on the contribution of sublessees and subcontractors?

A122. The ACDBE participation calculation for Food & Beverage and Retail & Commercial Services is based on the contribution of ACDBE Sublessees (see Section IX.B.TAB 31 in the original RFP). Please note that all ACDBE firms must be certified as an ACDBE by the Maryland Department of Transportation to be counted toward the ACDBE goals on this contract.

Q123. Can the Administration please confirm that TAB 31, item h. requires Proponents to submit the sample agreement to be used with all concessions subtenants? Potentially, ACDBE firms can propose with several Proponent entities which would make it difficult for entities to commit to different agreements.

A123. See A43. Also, the Administration confirms that Proponents must submit a sample agreement (not executed) that is proposed to be used with ACDBE Sublessees in the performance of the Contract to be Awarded.

Q124. Can the Administration please clarify what is required to be submitted in the Development Plan. For example, are general letters of interest and intent from operators sufficient.

A124. All required responses for the Airport Concessions Master Plan are provided in Section XI.B.TABs 21-25 and 28-33 in the original RFP. The executed letters of intent are sufficient and are excluded from the Technical Proposal 300-page limit. Letters of interest are not acceptable.

Q125. We request that the Administration consider modifying the RFP such that the CDRC building lease be with the Proponent and the Proponent be permitted to sublease such building, or portions of it, to the Proponent's selected logistics provider.

A125. No. This is a multi-tenant building leased and managed by the Administration.

Q126. We request that the Administration consider the elimination of the sublease term limits.

A126. See A120.

Q127. Can the Administration confirm that the Proponent will not be permitted to have any ownership interest or self-operate any concession operation?

A127. See A36 and A37.

Q128. It may not be economically viable to develop expensive food service locations on a seven-year term, particularly given the significant rise in construction costs. Would the Administration be open to 10-year terms for subleases with the most significant capital investment requirements?

A128. Yes. See also A120.

Q129. Can the Administration confirm that the minimum qualifications must be met by the proposing entity, or if a new entity, the companies that have formed to create the new entity OR a parent company of one of the participants?

A129. See A27 and A28.

Q130. Can the Administration confirm that the individuals of any newly formed companies cannot claim work experience at former competing proponents or companies as their own to attempt to meet the minimum qualifications set forth in the RFP?

A130. An individual may claim any legitimate and relevant experience at his/her discretion. See A28.

Q131. Can the Administration please confirm that the required Guarantor of a newly-formed entity is required to be a company, and cannot be personally guaranteed, and that any newly-formed business failing to provide the corporate Guarantor would not meet the minimum requirements of the RFP?

A131. See A27 and A28.

Q132. Can the Administration please confirm that the Guarantor cannot have any direct or indirect ownership interests in any concessions sublease or subcontract?

A132. See Article VIII.B.3.d General Development in Exhibit “A” Sample Contract in the original RFP.

Q133. Beyond the performance guarantee amount, is there any other liability for the Guarantor? If yes, is such liability joint and several?

A133. Should the entity that the Guarantor is supporting fail, then the Guarantor assumes all liability in the performance of the Lease and Concession Contract. See Section IX.B.TAB 35 and Form No. 11 of the original RFP.

Q134. Can the Administration confirm that all Proponent’s CAPEX expended, including contracts underway, would be included in reasonable costs reimbursed under Article XLVIII?

A134. Yes.

Q135. If proposing as a Joint Venture, does the legal entity (“Proponent”) need to be formed prior to award or RFP response submission, or can parties enter into a teaming agreement with prospective JV partners with intent to form upon award?

A135. Please reference Section IX.B.TAB 13.c.iii, wherein a Joint Venture or LLC must include in its Technical Proposal Submission, a copy of the Joint Venture or LLC operating agreement, and articles of organization as applicable. Further, the legal entity (Proponent) must provide an employer identification number (EIN) and the state of incorporation as outlined in Section IX.B.TAB 13.b in the original RFP.

Q136. Are lottery and gaming machines allowed in retail units or in common areas?

A136. The Maryland State Lottery & Gaming Control’s vending machines are located in both retail units and common areas of the Airport Terminal Building. The placement of such vending machines are determined and approved by Maryland State Lottery & Gaming Control.

Q137. Can the Airport elaborate on how they define “vertical market” (pgs. 67-68) and provide examples of key vertical markets?

A137. The Administration views “vertical markets” in terms of this proposed Lease and Concessions Contract as commercial applications external from typical sublease of retail, restaurant and commercial services within the Leased Premises and Concessions Program. Such “vertical market” applications may include an Airport wide loyalty program, Influencer and social media broadcasts for the promotion of the Airport Concessions Program and the sale of products and services to generate revenues including revenues from social media platforms.

Q138. Will ACDBEs certified in other states, yet seeking Maryland certification be counted towards ACDBE participation if included as part of a Proponent’s proposal?

A138. ACDBEs certified in other states that have not received Maryland certification cannot be counted towards ACDBE participation goals until such time their Maryland certification

is achieved. Firms must be MDOT-certified at the time the proposal is submitted to be counted towards the ACDBE goal.

Q139. In regards to Technical Proposal Format, can the Airport further clarify “bound” vs. “unbound” copies? Does “bound” mean contained within a three-ring binder, and “unbound” not contained within a binder?

A139. Yes. Bound means provided within a three-ring binder and unbound means not contained within a three-ring binder.

Q140. Can the Airport provide a traffic forecast for 2022-2042: Depax, epax, transpax / connecting; International, Domestic; and by Airline / route if available?

A140. See A51. The Administration has provided a ten (10) year traffic forecast. Please reference General Information No. 18 in Section V in this Addendum No. 1 to the RFP. The proponents should not solely rely on the forecast provided as forecasts are subject to change due to market conditions.

Q141. Can the Airport provide a gate utilization/ramp charts for the existing terminal and the future post A/B connector state?

A141. Yes. Please reference General Information No. 19 in Section V in this Addendum No. 1 to the RFP.

Q142. Can the Airport provide a three-dimensional model or additional architectural CAD or BIM files for existing and proposed conditions for all areas including the CRDF?

A142. See A44.

Q143. Does the Airport intend to pursue LEED Silver certification for the planned A/B gate expansion? Have the LEED Silver boundaries been set?

A143. For the A/B Core Expansion, the Administration has not pursued LEED Silver certification.

Q144. In regards to sustainability, the RFP mentions LEED Silver yet the Airport seem to subscribe to SAGA sustainability. Can the Airport elaborate on any sustainability alternates/preferences?

A144. The Maryland Department of General Services is the supporting agency for the Maryland Green Building Council. The Council was created in 2007 to guide Maryland’s High-Performance Building Program. A High Performance Building is one which achieves either a Silver rating or better under the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) rating system, a two Green Globes rating or better under the Green Building Initiative’s Green Globes rating system, or which complies with the Maryland Green Building Council’s supplement to the International Green Construction Code (IgCC) enacted in November 2014. All new and renovated State of Maryland facilities larger than 7,500 gross square feet which are fully funded by the state, are required to comply with the *Maryland High Performance Green Building Program*. Although the Airport is excluded from complying with the *Maryland High*

Performance Green Building Program, the Administration attempts where feasible to remain close to the initiative. Also see A143.

Q145. Are the airlines hold rooms within the scope of the Contract to be awarded?

A145. No.

Q146. The Airport is located within Anne Arundel County which follows IBC 2018 code. Is there a federal or state code or overriding mandate/code that supersedes the locally required county code?

A146. The Airport is State owned and Operated. *“Construction or modification to existing facilities in or on State-owned property under the jurisdiction of the Administration may not be undertaken without prior issuance of a building permit”* (see Code of Maryland Regulations COMAR 11.03.01.06(C)(1) in General Information No. 25). *All buildings, construction, and modifications to existing or new structures shall comply with the International Building Code, International Existing Building Code, NFPA 1 Uniform Fire Code, NFPA 101 Life Safety Code, and all other pertinent codes adopted by the State and the Maryland Aviation Administration.*” See Code of Maryland Regulations” (COMAR) 11.03.01.06(C)(6) in General Information No. 25 in Section V in this Addendum No. 1 to the RFP.

Q147. The 2022 Budget for the Joint Marketing Fund appears to be overspent (\$425,272). With a new contract assumed to begin in 2023, Please confirm the Joint Marketing Fund will not commence at a deficit.

A147. The budget for the Joint Marketing Fund or any other pass through account will not commence at a deficit. The current Concessions Developer will be required to reconcile accounts at the expiration of its contract term. The current Developer contract will expire on March 31, 2023. The Selected Proponent from this RFP will be required to develop and establish its own budget for each pass-through account for the Contract Year beginning April 1, 2023 to March 31, 2024.

Q148. Please explain what is meant by this RFP being a non-exclusive contract?

A148. The Administration reserves the right to contract with another entity providing the same or similar services at locations not leased or assigned to the Selected Proponent. That is, if the Administration builds a new Concourse or takes any efforts or actions related to the development, expansion or modifications of the Airport, the Administration reserves the right to contract same or similar services contained within this Contract to be Awarded with another entity.

Q149. Please confirm at what phase does the revenue sharing with the developer commence?

A149. Rent will be due from the Selected Proponent upon the expiration of the existing developer contract which expires at 11:59 p.m. on March 31, 2023. The compensation for concession rights during the Development and Renovation Phases of the Contract Term is sixty percent (60%) of Sublessee Rentals. During the Operation & Management Period of the Contract Term, the compensation shall be based on the revenue sharing the

Selected Proponent has expressed in words and figures on its Financial Proposal Form (Form No. 13) in this Addendum No.1 to this RFP.

Q150. Will the developer be responsible for the management of existing tenants and associated operating costs upon contract execution?

A150. The Selected Proponent shall become responsible for the management of the existing subtenants and associated operating costs on the Effective date for the Contract to be Awarded, which is the date that the Contract is executed by the Selected Proponent and the Administration with the approval of the Executive Director of the Administration, the Maryland Secretary of Transportation and the BPW. See Article III, Definitions of Exhibit A, Sample Contract of the original RFP.

Q151. Can the Airport please provide an effective rent roll by space in addition to the sales provided?

A151. Yes. See General Information No. 20 Concession Program Rent Roll in Section V in this Addendum No. 1 to the RFP.

Q152. Can the experience of any Guarantor be used to meet the minimum qualification requirements?

A152. See A27 and A28.

Q153. What is the minimum percentage of the responding entity that must be owned by the firm that meets the minimum qualifications?

A153. None. That is, the legal entity submitting a Technical Proposal is not required to have or maintain a minimum percentage share in another entity (Guarantor) to meet the mandatory qualifications. As long as Guarantor meets the mandatory requirements as outlined in Section V in the original RFP and submits Form No. 11 in the Forms to be Submitted, the legal entity (or newly formed business entity) will satisfy the mandatory requirements of the RFP. See A27 and A28.

Q154. Does the proposing entity itself need to meet the minimum qualifications or can an individual owner with previous experience qualify?

A154. See A28.

Q155. Is the space limitation of 3% on an individual operator calculated against the total concession space (including support space) or against the category concession space? (Food and Beverage, Specialty Retail, etc.).

A155. See A9.

Q156. Would the Administration consider a limit of up to 30% for space in each category (food and beverage, specialty retail, etc.) that can be sub-leased to an individual operator?

A156. See A9.

Q157. Would the Administration please provide word/editable versions of the forms to be included with the Technical Proposal?

A157. No. The Forms to be Submitted may not be altered, modified, or changed. The Administration has replaced all Forms to be Submitted documents from the original RFP with new interactive (fillable form) PDFs. See Section VIII Forms to be Submitted in this Addendum No. 1 to the RFP.

Q158. Section 1E (Delivery & Distribution) of the RFP states that “the Selected Proponent shall be required to select and employ a qualified logistics provider...”, however in Tab 29 (Delivery & Distribution Plan) it implies the selection of a logistics provided is required to be included in the Technical Proposal. Would the Administration please confirm the selection needs to be made prior to, and included in, the Technical Proposal as set out in Tab 29?

A158. In its Technical Proposal, Proponent shall provide the exact name of its proposed CRDF provider and all other information required under Tab 29 in the original RFP.

Q159. What is the composition of the selection committee?

A159. The Selection Evaluation Committee is made up of a total of 18 committee members with 11 committee members having voting and selection rights and seven (7) committee members providing support as non-voting committee members.

Q160. Once the selection committee recommends a proposer, what is the approval process?

A160. The Selection Evaluation Committee will provide a comprehensive written recommendation to the Maryland Aviation Administration’s Executive Director for review and approval. Upon approval by the Executive Director of the Proponent that offers the Administration the best combined Technical and Financial Proposal that meets the criteria of the RFP, the Administration will notify the Proponent of its intent to award. The Administration will then review the Selection with the Maryland Secretary of Transportation and the Maryland Board of Public Works for final review and approval.

Q161. Would the Administration provide the evaluation weighting for the six categories identified in RFP section VII(c)?

A161. The evaluation criteria applied for this RFP are in descending order of consideration as referenced in Section VII in the original RFP. The selection is based on the Technical Proposal that provides the best combined Technical and Financial Proposal to the Administration that meets the criteria of the RFP.

Q162. In reference to Tab 4 (Executive Summary) of the Technical Proposal requirements, there are two (2) subitem (f), would the Administration please update the second (f) item to (g) for clarity in the response format.

A162. Yes. See Section IV Replacement Provisions in this Addendum No. 1 to the RFP.

Q163. In reference to Tab 13 (Description of Proponent) of the Technical Proposal requirements, may the various documents required in this section (i.e., Articles of organization, agreements etc.), be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A163. The support materials submitted (i.e., Articles of organization, draft agreements, etc.) in response to Section IX.B.TAB 13 of the original RFP or in support of any submission requirement in response to Section IX.B of the RFP as a whole, will not be included in the count of the 300-page limit. Also see A124.

Q164. In reference to Tab 14 (Guarantor) of the Technical Proposal requirements, may the various documents required in this section (i.e., Articles of organization, agreements etc.), be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A164. Yes. See A163.

Q165. In reference to Tab 21 (Team Composition Plan) of the Technical Proposal requirements, would the Administration please clarify if this section is intended to include only teaming partners (I.e., ownership group), or is it intended to include all participants (i.e., Subcontracting / Sublessees firms to the Proponent etc.)?

A165. In responding to Section IX.B.TAB 21 in the original RFP, Proponents are expected to provide a listing of all collaborative entities (i.e., consultants, lobbyist, etc.) involved in the development Proponent's Technical Proposal and provide the Resumés of each identified or participant team member that will be a part the performance of the Proponent's Airport Concessions Master Plan (i.e. consultants, maintenance subcontractor, technology firm, architectural firm, etc.).

Q166. In reference to Tab 21 (Team Composition Plan) of the Technical Proposal requirements, may the sample subcontract/service agreement required in subitem (d) be provided as an exhibit/attachment, and as such, not included within the 300-page limit?

A166. Yes. Also see A163.

Q167. In reference to Tab 23 (Project Transition Plan) of the Technical Proposal requirements, may the Gantt chart schedule requested be submitted in PDF format, or is a native schedule file required as well?

A167. Proponents must determine how best to effectively communicate their plans, processes, and procedures. Proponents are required in accordance to Section IX.B.TAB 23 in the original RFP, to "*submit a comprehensive transition plan and a time schedule in Gantt Format.*" *Each Proponent is required to submit one (1) signed and bound ORIGINAL, twelve (12) bound copies, one (1) unbound copy, and one (1) electronic version in Microsoft compatible or PDF format on a USB flash drive containing all information as part of the Technical Proposal.*" Proponents are also required in accordance with Section IX.B.TAB 23 in the original RFP, to provide a comprehensive written narrative that identifies and explains any and all assumptions made in developing the Transition Plan and examples of previous projects that were delivered on schedule and having similarity in scope and complexity to the concessions opportunity at BWI Marshall Airport.

Q168. In reference to Tab 27 (Quality Assurance Plan) of the Technical Proposal requirements, may the Proponent’s proposed Tenant Handbook be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A168. Yes.

Q169. In reference to Tab 31 (ACDBE) of the Technical Proposal requirements, may the certification materials requested in subitem (d) be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A169. Yes.

Q170. In reference to Tab 31 (ACDBE) of the Technical Proposal requirements, may the draft copy of the legal document to be executed between the Proponent and each named ACDBE Firm(s) requested in subitem (h), be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A170. Yes.

Q171. Since this RFP is non-exclusive, are proposers and operators prohibited from signing exclusive deals with ACDBE partners and local brands?

A171. This RFP does not prohibit Proponents from signing exclusive deals with ACDBE partners and/or local brands. The RFP allows and encourage ACDBEs, local and small businesses to participate and be a part of multiple Technical Proposals to be submitted by Proponents. Exclusive deals with a single Proponent may impair an ACDBEs, local business and/or small business’ opportunity should the Proponent they signed an exclusive deal, not be selected for Contract Award. That is, by signing an exclusive deal with a single Proponent, the ACDBE, local and/or small business will be excluded from being a part of another Proponent’s Airport Concessions Master Plan, and Technical Proposal if selected for award.

Q172. In reference to Tab 35 (Financial Ability to Perform) of the Technical Proposal requirements, may the financial statements requested, be included as an exhibit/attachment, and as such, not included within the 300-page limit?

A172. Yes.

Q173. In reference to Tab 35 (Financial Ability to Perform) of the Technical Proposal requirements, is the most recent annual audited financial statement sufficient, or does the Administration require additional past year audited statements to be provided?

A173. The financial statement must show the Proponent’s assets, liabilities, capital and income statement prepared in accordance with generally accepted accounting principles (“GAAP”) for Proponent’s two (2) most recently completed fiscal/calendar years. See the first paragraph of Section IX.B.TAB 35 in the original RFP.

Q174. Can the Administration provide the total concession revenue (rent) generated from the concession program by space or by category (Food and Beverage, Retail, Travel Essentials, etc.)?

A174. See General Information No. 20 Concessions Program's Rent Roll in Section V in this Addendum No. 1 to the RFP. See also General Information No. 21 Concession Program Financial Performance in Section V in this Addendum No. 1 for total concession revenues by category.

Q175. Can the Administration provide the current percentage of revenue retention by Fraport?

A175. The current percentage of revenue retained by Fraport is 30%.

Q176. Would the Administration consider a "street plus 10%" pricing policy, given the incremental costs of doing business in an airport and the rapidly rising costs of construction, labor, and costs of product?

A176. See A4.

Q177. Is it accurate to say that renderings also not count towards the response page max?

A177. Yes.

Q178. Is it possible to make available an editable (excel) version of concessions sales on a space-by-space basis? (Sales years 2019, 2020 and 2021 if possible) as referenced in the "Concessions Analysis Performance" in the *General Information Files*?

A178. Yes. Please reference General Information No. 21 in Section V in this Addendum No. 1 to the RFP.

Q179. Will annual property tax be assessed on any of the leased space to the successful proponent?

A179. No.

Q180. Per Exhibit A, Article IX of the *Sample Lease Agreement*, how are utilities (specifically air, heating hot water, potable water, gas, electric, and sanitary waste) metered and charged?

A180. See A69 and A75.

Q181. Based on the RFP, is it accurate to say that the entirety of the existing pre-security 3-tenant food court and all adjacent support spaces near the C-Pier exit lane will be removed from the concessions program? If so, approximately what date does the Administration expect to remove these spaces from the concessions program?

A181. In developing the proposed public lounge referenced in Section I.E in the original RFP, all three (3) existing pre-security food court tenants and their associated support spaces will be removed from the existing concessions program. The Administration does not have a specific or proposed date for when those locations will be officially removed from the concessions program.

Q182. Where is the 719sf Minute Suites located as referenced in Section I.E "*Airport Development and Modification*" of the RFP?

A182. See Unit C205 (MAA Controlled – Minute Suites) adjacent to Unit C207 (Qdoba) on page 4 of 11 in Exhibit C or page 47 of General Information No. 6 in the original RFP.

Q183. Is it the expectation of the Administration that two (2) Duty Free stores will be required in the concessions program or is this decision up to each proponent?

A183. No. The placement and the number of locations must be proposed by each Proponent.

Q184. Are the locations of the existing Duty Free stores to remain as this use or is there flexibility as to where the store or stores are located?

A184. No. Proponents are encouraged to provide the best tenant mix based on their logical and strategic placement of sublessees to maximize revenues and customer experience.

Q185. Can CAD plans of the drawings in Exhibit C be made available? It would be highly beneficial if the CAD plans were made available prior to the deadline for responses on July 27, 2022.

A185. See A44.

Q186. Could additional planning information be made available, particularly:

- Plans showing details of the food court furniture layout in A/B core upper level
- Plans of hold room furniture zones
- Plans with room functions noted in all back of house areas

A186. See General Information No. 17 in Section V in this Addendum No. 1 to the RFP for the food court furniture layout in the A/B Core upper level. Furniture plans for hold rooms are not provided as hold rooms are leased directly between the Administration and individual airlines and is not a part of this Contract to be Awarded.

Q187. In Exhibit F there are plans of the proposed future expansion projects. Can CAD plans be made available of the proposals including all the sections that are contained in the exhibit document?

A187. See A44.

Q188. There appears to be a duty-free shop in a location next to Unit E3303 in concourse E which is not indicated on the RFP plan. Is this location included or excluded?

A188. This location is excluded from consideration and is not a part of this RFP or Contract to be Awarded.

Q189. Could the airport supply the following information relating to the distribution of departing passengers through the various concourses. We will be using this information to estimate the optimum amount of space per category. If it is available, could we have the number of departing passengers from the following concourse zones and split by airline and destination if possible:

- Concourse A
- A/B Core

- Concourse B
- Concourse C
- Concourse D
- Concourse DX
- Concourse DY
- Concourse E

A189. See pages 30 through 39 in General Information No. 5 Air Service and Passenger Performance of the original RFP for the number of departing passengers for each Concourse. Sections DX and DY of the Airport Terminal Building are not segregated from the passenger performance of Concourse D as a whole. Additionally, the passenger performance of A/B Core is a combined performance of Concourses A and B. The Administration does not have a precise or rational counting of passengers that pass through the A/B Core. An updated passenger performance for each Concourse is provided in General Information No. 22 in Section V in this Addendum No. 1 to the RFP.

Q190. My understanding is that we are a registered retailer/concessionaire with the RFP, a current tenant, and an expo hall exhibitor/participant/attendant to the RFP info session held last week on June 15th, 2022 at the BWI Westin. During the end of the presentation, the question was asked if the day's presentation slides would be made available online to the general public. I have reviewed the website for the RFP and cannot find the slides that were shown during the presentation. Am I missing something? Can you kindly point me in the right direction?

A190. During the Pre-Proposal Conference, attendees were advised that the Pre-Proposal Conference presentation slides will be provided in an Addendum to the RFP. Please find a copy of the Pre-Proposal Conference presentation slides in General Information No. 14 in Section V in this Addendum No. 1 to the RFP.

Q191. Can we please receive all "Concession Analysis Performance" and "Air Service Passenger Performance" data tables in Excel files?

A191. Yes. See General Information Nos. 21 and 22 in Section V in this Addendum No. 1 to the RFP.

Q192. In 3.1 ExA Sample Contract Section H. Subleasing limitations provided states "The maximum aggregate amount of the Leased Premises that may be subleased to a Sublessee by Lessee is 3% of the Concession Area. This limitation extends to any subsidiary of a Sublessee and to any joint-venture or partnership formation by a Sublessee and to any ownership or ownership interest a Sublessee may have in a business entity." Would BWI and the Administration consider expanding the amount of percentage of space allocated? Having the ability of operate a sizable scalable business is necessary for this opportunity to make sense and be attractive for our company. We find that a 3% limit is too small and may not work.

A192. See A9.

Q193. Would BWI and the Administration consider changing Pricing Policy to adding added percentage to it? Buildout and operation is substantially higher than street side locations, especially with the recent inflationary rise in costs.

A193. See A4.

Q194. Regarding the "Aug'20 two level extension to Concourse A" project: for these new concessions spaces, please provide location key, SQFT and concessions name that occupied this space (if applicable) in 2020.

A194. Please reference page 7 in General Information No. 6 in the original RFP. The new concession spaces that were add with the Administration's extension of Concourse "A" is as follows:

District Market (610 sq.ft.);
Miss Shirley's (2,469 sq.ft.); and
R&R Seafood (1,828 sq.ft.).

Q195. Regarding the "2025-2026-Core Expansion Project", Out of the 42,867 SQFT of New Concession space in A/B Core, how much of this is for non-F&B/Retail space? How much SQFT is for mechanical room, support space, office space, etc?

A195. The 42,867 sq.ft. of new concessions space in the A/B Core is committed to the development of retail, restaurant and commercial services. Reference pages 49 and 74 in Exhibit "F" Design Standards in the original RFP for mechanical and electrical room (MER) locations and square footage. For the location and square footage of the Developer's Office Space, see Exhibit "B" in the original RFP. See Exhibit "H" in Section V in this Addendum No. 1 to the RFP for support and storage space.

Q196. Out of the 42,867 SQFT of New Concession space, how many concessions do you anticipate having in this space?

A196. Proponents responding to this RFP are required to submit a tenant mix plan and provide an illustrated placement of each proposed sublessee. See Section IX.B.TAB 25.d of the original RFP.

Q197. Is the administration forecasting any increase in enplanements based on this Expansion Project? If so, what is the increase and the projected schedule for the increase?

A197. See A140.

Q198. What is the total quantity of concession spaces projected for BWI in 2026? (Upon completion of the Core Expansion Project)

A198. In 2026, upon the completion of the A/B Core Expansion Project, the Administration projects approximately 229,817 square feet of concessions space including support facilities.

Q199. When will BWI reach pre-Covid 2019 enplanement levels? The forecast is showing that the airport will still be 9% below 2019 in 2024.

A199. The Administration forecast the Airport reaching pre-COVID enplanement levels in 2025. Please note all forecasts are subject to change based on market conditions. See

General Information No.18 Administration's Ten (10) Year Passenger Traffic Forecast in Section V in this Addendum No. 1 to the RFP.

Q200. Can we get YTD2022 Enplanements by Concourse?

A200. Yes. See General Information No. 22 Air Service & Passenger Performance (Microsoft Excel) in Section V in this Addendum No. 1 to the RFP.

Q201. The enplanement forecast provided shows a 68% recovery year-over-year in 2021. However, in 2022, FAA is forecasting a drop in enplanements of 14% over 2021. What is the cause for this decrease in 2022?

A201. The FAA's forecasting is based on federal fiscal year. As for the decrease, we are unable to respond.

Q202. Are we allowed to propose a phased re-opening plan during construction?

A202. Yes. Reference Section IX.B.TAB 23 in the original RFP.

Q203. Would it be possible to operate temporary concession units during the construction phase?

A203. Yes.

Q204. How are the 77 active aircraft gates distributed between the 5 concourses?

A204. See General Information No. 19 in Section V in this Addendum No. 1 to the RFP.

Q205. What will be the expected main carriers for this terminal in the next 5 years?

A205. The current Use and Lease Agreement expires June 30, 2026. The signatory passenger carries include Southwest Airlines, Spirit Airlines, Delta Air Lines, United Airlines, Alaska Airlines, British Airways, Condor, Frontier, JetBlue, AirCanada and American Airlines.

Q206. Are there plans for future expansion after the 2025/26 expansion project?

A206. The Administration will continue to refine its Master and Capital Plan.

Q207. What is the term commencement date and MAG commencement date?

A207. Please reference Articles XIII.B.1, XIII.B.2 and the definition of Operation & Management Period in Article III in Exhibit "A" in the original RFP.

Q208. What are the Hours of operation by location?

A208. Please reference General Information No. 16 in Section V in this Addendum No. 1 to the RFP.

Q209. What are the Common Area Maintenance fees/Distribution fees/Utilities/Waste removal fees (\$/SQF) if any?

A209. See General Information No. 2 in the original RFP. Also see A69.

Q210. What is the Concession Marketing fees if any?

A210. See General Information No. 2 in the original RFP.

Q211. What is the Possessory tax if any?

A211. There are no possessory taxes.

Q212. What is the Living wage ordinance if any?

A212. The Living Wage Law currently requires certain contractors and subcontractors to pay minimum wage rates to employees working under certain State of Maryland services contracts. The Living Wage Law currently requires employers to pay effective September 28, 2022, a \$15.13 per hour rate in Tier 1 jurisdictions and \$11.36 per hour in Tier 2 jurisdictions. However, the Contract to be Awarded based on this RFP is outside the scope of Division II of the Maryland Procurement Law which includes the Living Wage Law. See Article I, Introduction and Objections, A of the original RFP.

Q213. What is the Hospitality surcharge if any?

A213. There are no hospitality surcharges.

Q214. What is the Storage rent per SQF if any?

A214. See A53 and A54.

Q215. What is the Loading dock fees if any?

A215. There is no loading dock fee.

Q216. What are the Chargebacks if any?

A216. The Administration is unable to respond to this question.

Q217. What is the Minimum investment (\$/SQF) if any?

A217. Minimum investment is determined by Proponents. See Section IX.B.TAB 33 in the original RFP.

Q218. What is the Refurbishment obligation and minimum reinvestment (\$/SQF) if any?

A218. See A216.

Q219. Is there a construction charge back for the utility's matrix?

A219. No. See A69.

Q220. Please provide a Final detailed LOD?

A220. A complete and comprehensive LOD will be provided to the Selected Proponent.

Q221. Is there any demo involved?

A221. Any demo requirements will be based on Proponent's Airport Concessions Master Plan.

Q222. Are we going to receive a 1" depression box to build?

A222. The Administration is unable to respond to this question.

Q223. Do we have clear access for mechanical units and Hood system to the roof?

A223. Yes.

Q224. Can we use Captive Aire hood system?

A224. Proponents may propose and submit the use of Captive Aire hood systems for the Administration's review and approval.

Q225. Do we have chilled water lines for cooling and heating?

A225. Yes. See Section II General Information No. 8 MEP Capacity Study in the original RFP.

Q226. Do we have gas lines?

A226. Yes. See A224.

Q227. What is the water proofing methods accepted?

A227. The waterproofing may be a membrane material or a liquid-applied material and must have acceptable waterproofing and crack-suppression qualities. Acceptable membrane materials are "Schluter-Ditra" membrane and underlayment as manufactured by Schluter Systems, or equal materials approved by the Administration. Acceptable liquid-applied materials are "Redgard" waterproofing and crack prevention membrane, as manufactured by Custom Building Products, or equal materials as approved by the Administration.

Q228. Will the Point of connection (POC) will be in the space?

A228. Yes.

Q229. Do we need to do one hour rolling gates like how the old T3 is or what is the Fire one hour rated box we have to follow?

A229. The Administration is unable to respond to this question.

Q230. Do we need to have the kitchen only or the entire restaurant too?

A230. The Administration is unable to respond to this question.

Q231. Do we have a dedicated rood curbs for mechanical units?

A231. The Administration is unable to respond to this question.

Q232. Phasing and schedule of the design and construction?

A232. See Article VIII.B.2.d Lessee's Obligation – Concession Development – Airport Concession Master Plan in Exhibit "A" of the original RFP.

Q233. When do we need to have the design concepts approval since there won't be a submittal rendering at the beginning of the RFP phase?

A233. Please reference Section IX.B.TAB 24 in the original RFP and Article X.A.1 Construction of the Concession Program & Capital Improvements – Permitting/Planning Requirements – Conceptual Plans in Exhibit "A" of the original RFP. Also see A56.

Q234. Will a laminate and Corian material are approved to be used so value beginner the cost of construction down?

A234. All materials used by the Selected Proponent and the Selected Proponent Sublessees will be subject to the Administration's review and approval in accordance with Article X Construction of the Concession Program & Capital Improvements in Exhibit "A" in the original RFP.

Q235. Do we have a grease line Point of connection?

A235. Yes. See A225.

Q236. Do we have a shaft to the roof to run our ducting?

A236. Yes.

Q237. Please consider eliminating the 3% total cap on any one of Sublessee Premises. The limitation as currently written would not allow sufficient scale for many concessionaires including ACDBE's to participate at BWI

A237. See A9.

Q238. Will the Airport Authority reconsider its street pricing policy given the extensive inflationary market that we are now experiencing across all costs from Design and Construction through all operating expenses?

A238. See A4.

Q239. Will the Airport Authority consider lifting the overall square footage limitation altogether? This restriction is detrimental to all ACDBE and Non-ACDBE operators.

A239. See A9.

Q240. Will the Airport Authority consider resetting the overall square footage limitation to at least 10% of per operating entity, whether food and beverage/ retail or combined f&b and retail, services, duty free etc., and that in itself should still create a very competitive program for the benefit of all passengers? The same restriction should apply to all ACDBE and Non-ACDBE operators.

A240. See A9.

Q241. Please confirm that there no restrictions on any sublessee or JV operating partner, any entity whether ACDBE or not, from being in multiple bids.

A241. There are no restrictions on any sublessee or JV, ACDBE or any other type of sublessee entity from being in multiple Technical Proposals.