



## CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT  
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Kasim Reed  
Mayor

November 25, 2015

### INTERESTED PROPONENT:

**Re: FC-8484 Food & Beverage Concessions Concourse C Midpoint at  
Hartsfield-Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: FC-8469, Leslie Page, Contracting Officer, at (404) 330-6107, or via email at [LPage@AtlantaGa.Gov](mailto:LPage@AtlantaGa.Gov).

Sincerely,



Adam L. Smith

ALS:lhq

**Addendum No. 3**

**Re: FC-8484 Food & Beverage Concessions Concourse C Midpoint at  
Hartsfield-Jackson Atlanta International Airport**

November 25, 2015

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below:

**Questions and responses**

- Answers questions received from prospective proponents and modifies the Request for Proposal as described in the attached documents.  
.....

Bids are due **Thursday, December 16, 2015**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
CPIC, CISCC, CIGPM  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

.....  
**\*\*\*All other information remains unchanged\*\*\***

**Addendum No. 3**

**Re: FC-8484 Food & Beverage Concessions Concourse C Midpoint at  
Hartsfield- Jackson Atlanta International Airport**

November 25, 2015

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**Acknowledgement of Addendum No. 3**

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Legal Company Name of Respondent

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Signature of Authorized Representative

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Title

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Date

The following questions and/or clarifications were requested by various Proponents:

1. Page 96, under "Desired Menus," please clarify what is meant by "Non-branded coffee (excluding espresso and other specialty drinks)."

**Response: The desired menu for this Open Concept, C-F43 may be a branded or non-branded coffee concept.**

2. Page 96, under "Non-permitted Menu/Concepts" – are pre-packaged foods not permitted at all, or may we assume that some grab 'n go items would be permissible provided that the unit's primary food service is made-to-order?

**Response: "Grab and Go" items are permissible.**

3. Would the City consider allowing the concessionaire to reduce the size of Space No. C-F42 to 1,095 square feet while increasing the size of Space No. C-F43 to 1,100 square feet?

**Response: Yes, individual space sizes may be adjusted as long as the overall lease lines are maintained.**

4. There appears to be a small room directly to the east of Space No. C-F43. Would it be permissible to shift that room further to the east, thereby allowing C-F43 to be expanded?

**Response: This area may be designated as food court seating area or proponents may adjust the individual space sizes as long as the overall lease lines are maintained and there is ample seating for the food court area.**

5. Will the \$350/sf minimum initial capital investment be calculated by individual space or in aggregate?

**Response: The initial capital investment is calculated by the aggregate total of space.**

6. Is the minimum initial capital investment applicable to Space C-F46?

**Response: Yes.**

7. Will the \$200/sf minimum refurbishment capital investment be calculated by space or in aggregate?

**Response: The minimum refurbishment capital investment is calculated by the aggregate total of space.**

8. Is the minimum refurbishment capital investment applicable to Space C-F46?

**Response: Yes.**

9. FC-7976 Addendum 4 Question 4: Is it allowable to swap (not change) the concept designations for the proposed spaces? (Previously this was answered with "The locations for concepts may be changed however the concept mix as suggested in the Request for Proposal must be strictly adhered to.").

**Response: The locations for concepts may be changed however the concept mix as suggested in the Request for Proposals must be strictly adhered to.**

10. FC-7976 Addendum 4 Question 5: Is it allowable to adjust the individual space sizes as long as the overall lease lines are maintained? (Previously this was answered with "Yes, individual space sizes may be adjusted as long as the overall lease lines are maintained.").

**Response: See response to question #3.**

11. FC-7976 Addendum 4 Question 6: Can you please clarify the following MEP infrastructure(s) that will be provided by the airport as part of the shell construction of the food court?

- Water to space or proximity of main.

**Response: Water main is located in the ceiling above the food court area.**

- Electrical to space or proximity of main-gas to space or proximity to main.

**Response: Panel is located on the apron level on the west side of the concourse.**

- Is there a main hood/ventilation system or individual hoods as needed for each concept?

**Response: No. There are no hood or ventilation systems in the food court area.**

- Tenants scope of responsibility for grease trap.

**Response: The successful proponent must tie into existing grease trap headers located in the west and east side of the midpoint.**

- Is there a common grease trap main system being provided by the airport for all food  
**Response: There are two common use grease traps in this area. One grease trap on the east side and the other is on the west side of the midpoint.**
- Please clarify when the Food Court will be available for tenant construction commencement and the food court expected open date.  
**Response: Upon the award of this Concessions Lease Agreement to the successful proponent, the Food Court will be made available for tenant construction commencement. Prior to any construction, the proponent must have approved construction drawings and proper building permits.**

12. It was spoken to in the pre-proposal meeting but to create a formal record can you advise on the completion of forms. Our intent is to propose as a newly formed Joint Venture with an additional subtenant for one location. Regarding the forms and attachment to the forms can you advise (for each form) if they should be completed by:

- The Joint Venture
- The majority partner (51%) for the Joint Venture
- All members of the Joint Venture and subtenants

**Response: Please refer to the instructions on page one of Form 2 which state, in part, that if the Proponent is a joint venture (JV) then an authorized representative of that JV must complete (by providing responses for the JV partnership) and sign a Contractor Disclosure Form where indicated. The instructions further state that if the JV is a newly formed partnership (formed within the last three years), then each of the partners must also complete (by providing responses for themselves) and sign separate Contractor Disclosure Forms where indicated. All required forms must be included with the JV proponent's proposal.**

13. Please clarify the approximate project start date?

**Response: Project start date is the date the Concessions Lease Agreement is fully executed by the City of Atlanta.**

14. Is there additional storage space if so where and how much? Can we see it?

**Response: There is limited storage space available at the Airport and storage space is not guaranteed. It is recommended that storage space be incorporated into the leased premises.**

15. I had a client at the prebid who did register for site visit, and was not on the list. When can we have another site visit?

**Response: See Addendum #2.**

16. ACDBE forms for clarification - we do not have to fill out ACDBE forms if we are 100% ACDBE Firm? Nor do you have to engage any additional ACDBE firms for work or good faith effort?

**Response: A) The ACDBE proponent must fill out the form and list themselves as self-performing the work. B) The ACDBE proponent does not have to engage in good faith efforts if they are self-performing 100% of the work.**

17. Additional time, I would like to request the Dec 2nd date to be move back an additional 2 weeks.

**Response: See Addendum #2.**

18. What is the good faith effort for looking for ACDBE firms for this RFP?

**Response: The Office of Contract Compliance (OCC) is looking for the proponent to demonstrate that a sincere effort has been made to seek out ACDBEs to participate in this contracting opportunity. The demonstration of the good faith effort should be documented on the ACDBE FORM-2. On this form a record of all attempts to contact possible ACDBEs should be recorded.**

19. Are we able to have another tour for the site walk through? In the past you were able to sign up on-site to tour the sites.

**Response: See Addendum #2.**

20. There were freezer storage units for the previous tenants of Concourse C, where are these storage units now?

**Response: Concourse C Midpoint is new construction. There are no previous tenants in these locations. Additionally, there are no freezer storage units.**

21. Who do we reach out to for extensions on the due date for proposal?

**Response: See Addendum #2.**

22. Who do we reach out to for request a tour of the site?

**Response: See Addendum #2.**

23. I would like to submit the following question for RFPs FC-8484,:

- FC-8484 Food and Beverage Concessions on Concourse C Midpoint H-JAIA

For each of the above RFPs, I would like to know if the concessions will replace currently operating food & beverage and/or retail units, currently closed food & beverage and/or retail units, or if they will be completely new units.

**Response: The locations contemplated in FC-8484 are completely new locations.**

24. What are the sales for those locations?

**Response: See response to question #23.**

25. What airlines flies out of there?

**Response: Delta Air Lines and Southwest Airlines operate out of Concourse C.**

26. What are the enplanements last year and next year?

**Response: 2014 enplanements for Concourse C were 7.6 million and 6.3 million between January 1 through September 2015. Projected enplanements for the balance of 2015 and 2016 are not available.**

27. What are your projections of sales for the locations?

**Response: The City of Atlanta does not have this information.**

28. What are the costs of construction in Atlanta?

**Response: The public visible area of the Premises shall be improved at a Minimum Investment of three hundred and fifty dollars (\$350.00) per square foot.**

29. I have a few questions with regards to space C-F45. There is a permanent column located within the space. Can the tenant use this for branding purposes? If so, are there any restrictions?

30. **Response: No.**

31. The space backs up to a wall. Can the wall come down for better visibility? If not, can it be utilized for tenant branding?

**Response: The construction wall that is in place today may be used for branding to identify the upcoming concept during construction. The wall will be removed by the proponent upon the completion of construction of the proposed locations.**

32. Is there an exhaust tie in supplied by the airport, to the food court for applicable tenants, or does each tenant run their mechanical up to the roof?

**Response: At this time each location will require its own make-up air unit.**

33. In Part I, on page 8 of the RFP, reference is made to space "C-F44," while the same space is referred to as "F-C44" later in the document. Please confirm that the space number for the salad bar concept is "C- F44."

**Response: The space number is C-F44.**

34. Please consider extending the deadline for proposal submission to December 11, 2015 or later. The schedule, as currently defined, allows for questions to be submitted up to November 13, 2105. Presuming that it will take a few days for the City to provide answers, there would be less than a week for respondents to make all necessary changes- no matter how extensive- in order to ship before the Thanksgiving holiday. Shipping after the holiday is impossible because it does not allow for lost shipments, damaged shipments, etc.

**Response: See Addendum #2.**

35. The following language is in Exhibit A- Scope of Services: "The successful Proponent will be required to operate and manage these locations providing food and beverage on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by the Proponent without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Proponent may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Proponent shall abide by and conform to the decision of the General Manager." Please add language to the effect that actions by the AGM shall be made in a reasonably timely manner.

**Response: The language will not be changed or edited.**

36. Exhibit A also includes the following: "The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or menu offerings." Many concessionaires have license and/or brand agreements that govern what products may be carried. Please confirm the City understands that brand and licensing agreements cannot be violated during the term of the Lease.

**Response: The City of Atlanta understands that the concessionaire may be bound by such licensing agreements.**

37. Exhibit C- Definitions: "City Security Policies" refers to Exhibit E, but it may be that it should refer to Exhibit F.

**Response: The definition of "City Security Policies" contained in Exhibit C (Definitions) will be edited to read as follows, "City Security Policies means the policies set forth in Exhibit F."**

38. Exhibit C- Definitions: The definition of "Confidential Information" in Exhibit C conflicts with the existing provision in the lease regarding confidentiality (Section 17). Please clarify which controls . Also note that the Exhibit C definition is broadly worded and could be construed, in conjunction with Section 17, to give the City access to information that concessionaires cannot legally provide (brand/franchise agreements, license agreements, partners' proprietary information, etc.)

**Response: The language will not be changed or edited.**

39. Exhibit C- Definitions: The definition of "Force Majeure" in Exhibit C conflicts with the existing Force Majeure provision (Section 21.22) in the lease. Please confirm that Section 21.22 controls.

**Response: Section 21.22 of the Concessions Lease Agreement will be edited to read as follows:**

**"Neither party shall be deemed to be in breach of this Agreement by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by a Force Majeure Event. If either party claims the occurrence of a Force Majeure Event, such party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder effected thereby and the actions to be taken to abate or terminate such event. Notwithstanding the existence of any Force Majeure Event, this**

Clause shall not apply to and Concessionaire shall not be relieved of its obligation to pay rent or other sums due hereunder, such obligation being absolute and unconditional.

The definition of "Force Majeure Event(s)" contained in Exhibit C (Definitions) will be edited to read as follows:

**"Force Majeure Event(s)** means strike or labor troubles, unavailability of materials or utilities, acts of war, domestic and/or international terrorism, insurrection, invasion, civil riots or rebellions, quarantines, embargoes, action or interference of governmental authorities and other similar unusual governmental actions, extraordinary elements or nature or acts of God or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties."

40. Exhibit D-1 is written as though for a service agreement. As such, we do not understand the use of "contract value" when considering Payment Bonds. Please clarify the intent of this Exhibit.

**Response:** The Payment Bond requirement (see City Code sec. 2-1197) is intended to protect all persons supplying labor and/or materials to the Concessionaire or sub-concessionaire for the performance of the work provided for in the contract, equal to 100 percent of the price specified in the contract (e.g., penal sum will equal the minimum annual guarantee).

41. Exhibit E appears to be one typically included in service contracts, not concession contracts. Please consider deleting.

**Response:** The language of Exhibit E (Dispute Resolution Procedures) will be edited to read as follows:

1. The parties are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Concessionaire and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the provision of concessions services.
2. If a dispute or disagreement cannot be resolved informally, Concessionaire's Authorized Representative and City's Authorized

**Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.**

42. Regarding Sections 1.2.2.4.2 (Contraction) - This section discusses the reduction of MAG when the Premises are contracted. It implies that the 10 percent measure would be based on the sum of all Premises in this Lease. As written, it would be possible for a contraction to be less than 10 percent while eliminating an entire concept (eliminating C-F45, for example, would contract the entire Premises by less than 5 percent). Please revise this section to apply the formula on a space-by-space basis.

**Response: The language will not be changed or edited. The reduction of the MAG is based on the aggregate amount of square footage for the leased premises.**

43. Section 2.2 (Term) - Regarding rent commencement: The last sentence of 2.2 says rent commences on date "City makes such portion(s) of the Premises available to Concessionaire." Section 5.1.4 says rent begins/starts accruing on the earlier of the 181st day after the Commencement Date or the date the concession opens. Section 7.2.1.5 says "Concessionaire shall begin paying rent on the Commencement Date. Mr. Judd indicated strongly at the pre-proposal conference that the Section 5.1.4 approach was the City's intent. Please confirm.

**Response: Rent will accrue on the 181<sup>st</sup> day following the Commencement Date or on the date the concession location opens for business, whichever occurs first.**

44. In Section 5.1.3 (Gross Receipts) - "Gross Receipts" is the defined term in the lease, but elsewhere in the lease (in Section 5.2, for example) the term "Gross Revenues" is used. Please revise the document to use one term, or otherwise confirm that the terms are interchangeable.

**Response: The terms "Gross Receipts" and "Gross Revenues" may be used interchangeably.**

45. In Section 5.1.3 (Gross Receipts) - Please remove "and/or" from the first line, as it leaves the meaning of this sentence unclear.

**Response: Section 5.1.3 of the Concessions Lease Agreement will be edited to remove the "and/or" from the first line of that section.**

46. In Section 5.1.4 (Rent) - Please confirm that the word "it" in the last line refers to "the City."

**Response: Yes. The word "it" in the last line of section 5.1.4 of the Concessions Lease Agreement refers to the City.**

47. In Section 5.1.4 (Rent) - Reference is made to rent for "the concession." Does this mean MAG will be prorated as each space opens?

**Response: See response to question #42.**

48. Section 5.2.4 (Provision of Annual and Other Reports upon Request) - The last sentence says Concessionaire's obligation under this Section shall survive termination, cancellation or expiration of this Agreement." As written, City would be able to request new information or reports for an infinite amount of time after lease termination. Please confirm that the intent is that if there are outstanding reports due for the final year, then the obligation survives termination/expiration, not that the City desires to request additional new reports or new information beyond lease termination.

**Response: Yes. An unqualified Gross Revenues report will be due to the Aviation General Manager within ninety (90) days following the termination or expiration of the Agreement. The City reserves the right to seek information that should be available through any applicable statute of limitation (e.g., document retention statutes, contract claims, etc.).**

49. Section 6 (taxes) - We note that Possessory Tax language (in some older ATL leases) is not in this draft lease. This remains a complicated issue, so we ask the City to please clarify its position on this matter or indicate a willingness to re-visit the issue after award.

**Response: The City is willing to revisit the issue after award but has no intention of including any language related to possessory taxes into the Concessions Lease Agreement.**

50. Relating to Section 7.1.2 (Delays); Section 7.2.1.3 (Amount of Time to Complete Improvements); and Section 7.2.1.5 (Rent Commencement)- Section 2.2 of the lease provides for the possibility of a delay in turn-over, however Sections 7.1.2; 7.2.1.2; and 7.2.1.5 contain no references that such a delay would likewise delay rent start and completion of improvements. Please clarify the City's intent.

**Response: The language will not be changed or edited.**

51. Section 7.2.1.3 (Minimum Investment) - "Equipment" is not included in the list of items to be included in the \$350/sf minimum spend. It is an industry standard to include equipment expenditures in this calculation; please add "equipment" to this Section.

**Response: This language will not be changed or edited.**

52. Section 7.2.1.4 (Minimum Investment) - Certifying costs requires several layers of invoicing and payments and cannot be accomplished in 30 days, especially when multiple subcontractors are involved. Please revise this term to be ninety (90) days so all elements of the certification process can be completed.

**Response: This language will not be changed or edited.**

53. Section 7.2.3 (Minimum Reinvestment) - We are confused by the inclusion of both a 30-day requirement and a 150-day requirement as it relates to refurbishment. Please clarify the City's intent.

**Response: Refurbishment must be completed within one hundred and fifty days (150) of the 5<sup>th</sup> anniversary or within such time period as may be approved by the Aviation General Manager.**

54. Section 7.2.4 (Liquidated Damages) - The first sentence is repeated verbatim in the second sentence of this section.

**Response: Section 7.2.4 of the Concessions Lease Agreement will be edited to remove the duplicate sentence.**

55. Relating to Section 13.1 (Termination by City for Cause), Section 13.2 (Re-procurement Costs), and Section 13.3 (Termination by City for Insolvency)- These sections contradict/conflict with Section 12, et. seq. (the existing standard default provisions which already detail defaults). These sections are also broad and vague (they allow, for example, termination of the lease for a "material breach" without defining what that is).

**Response: This language will not be changed or edited.**

56. Section 13.5 (Termination for Lack of Appropriations)- The term "Maximum Payment Amount" is not defined. Please clarify its meaning, and explain why the lease terminates if this amount isn't appropriated.

**Response: Section 13.5 (Termination for Lack of Appropriations) may be deleted from the Concessions Lease Agreement as inapplicable.**

57. Section 13.6 (Effect of Termination) - This section appears to be more related to a service contract, such as consulting. Please delete.

**Response: This language will not be changed or edited.**

58. Undefined terms: The following terms are capitalized in the Lease but not defined- "Effective Date," "Tenant," "Space Improvements," and "Investment." Please provide definitions.

**Response: The Concessions Lease Agreement may be edited prior to being finalized to clarify the following:**

**"Effective Date," when referring to the effective date of the Concessions Lease Agreement, whether capitalized or not, shall mean the "Commencement Date."**

**"Tenant," when capitalized, shall mean the "Concessionaire."**

**Section 7.2.2 of the Concessions Lease Agreement shall be edited to remove the words "Concessionaire Space Improvements" and replace with the words "Concessionaire's Improvements."**

**Section 7.2.1.4 of the Concessions Lease Agreement shall be edited to remove the words "actual investment cost" and replace with the words "actual investment."**

59. How much are the annual costs billed to the contractor for trash removal?

**Response: Trash removal is done by a third-party contractor. The costs for trash removal are based upon volume and the number of pickups.**

60. On Form 2 - Contractor Disclosure Form item B on page 32 requests that the contractor attach a Certificate of Authority from the Georgia Secretary of State, however I have been advised by the Georgia Secretary of State that a Certificate of Authority is only issued to Foreign Corporations and that a Certificate of Existence is issued to Domestic Corporations. Since we are a Domestic Corporation, would the Certificate of Existence be acceptable?

**Response: Yes, a Certificate of Existence from the Georgia Secretary of State (Corporation Division) is acceptable for domestic corporations.**

61. What is the square footage for the storage area?

**Response: See response to question #14.**

62. Can a national concept also be a regional and local concept?

**Response: No, each concept is specifically identified as national, regional or local.**

63. Section 18.1 - Required Infrastructure Upgrades. Is the city going to reimburse concessionaire for base building improvements?

**Response: No, Concourse C Midpoint is new construction. Base building improvements have already been incorporated.**

64. On page 17, section 2.4, the RFP requires the submittal of pro-forma for the proposed businesses. Will the airport provide a form or should proponents create their own?

**Response: Each proponent must submit the required pro-forma information in its own format. The City will not mandate any particular form or format for such information.**

65. The operation, maintenance, and supply of consumables for the food court area creates a negative cash flow borne by the five food and beverage locations. Should a detailed pro-forma for the food court public area be presented as a separate statement and then charged off on a cumulative pro-forma for the entire package, or should the costs to support the food court be a proportioned expense on each unit pro-forma?

**Response: A pro-forma should be provided for the food court, C-F46.**

66. Does FORM 1 (Illegal Immigration reform and Enforcement Act Contractor Affidavit) replace the Georgia Security and Immigration form required in the RFP for F & B issued in 2011 or is there a form that must be obtained through another web site and attached to the proposals?

**Response: The City's procurement forms have been updated multiple times since 2011 and will continue to be updated as necessary. Proponents are encouraged to read the entire RFP and follow all instructions contained therein, including each of the procurement forms. Form 1 (Illegal Immigration Reform and Enforcement Act) complies with current state law requirements.**

67. Please clarify the scoring of proposals. On page 21, Section 3.8 describes the OCC program requirements as PASS / FAIL with a total score of 15 points. On page 25, Part 3, Evaluation Of Proposals, the scoring procedure is described as the 1 through 10 score in each category being multiplied by the relative weight factor:

ie: Concept and Design score of 10 X relative weight factor of 20 = 200  
ACDBE score of 15 x relative weight factor of 15= 225.

Since the ACDBE is pass fail and all non-compliant proposals should be eliminated, would you consider giving a higher relative weight to the proposed concepts and design?

**Response: This language will not be changed or edited.**

68. Please indicate where a proponent can locate the required FORM 5. It is not included in Exhibit D as described in the RFP.

**Response: Form 5 (Acknowledgement of Insurance and Bonding Requirements) is attached to this addendum.**

69. For Spaces C-F41, 42, and 43, please clarify the distinction between "FOOD SHOULD BE AVAILABLE IN CONVENIENT "TO-GO" PACKAGING and the prohibition of "PRE-PACKAGED FOODS". Does this prohibition eliminate the operator from having a Grab and Go section to serve items made on site that can be ready for purchase such as: Asian Sesame Noodles, or Pasta Salad? Does this restriction prohibit the inclusion of typically pre-packaged items such as Potato Chips in a sandwich concept?

**Response: See response to question #2.**

70. In planning the financial offer as described on page 102, is it permissible for a proponent to propose a rent that is specific to each concept/ space? For example could a proposal include an offer such as Space C-F41 / 15% rent and Space C-F42 / 17% rent?

**Response: Yes, a percentage can be proposed for each space as long as all proposed percentages are above the minimums.**

71. Are the Letters of Reference described on page 18 Section 2.5.4 required or optional?

**Response: The Letters of Reference are required. Also, please see page 21, section 3.7 (Referral List). The Letters of Reference should accompany each of the references provided in response to the Form 9 requirements.**