

**FIFTH ADDENDUM
SOLICITATION FOR BIDS
COMMON USE CLUB CONCESSION**

February 14, 2017

PROSPECTIVE BIDDERS:

Attached is the Fifth Addendum to the Solicitation for Bids (**SFB**), dated November 14, 2016, for a Common Use Club Concession at Lambert-St. Louis International Airport®.

This Fifth Addendum is issued for the following reasons:

1. Section 401 entitled "Term" of Appendix "B" entitled "Sample Agreement" of the SFB is deleted in its entirety and replaced with the following new Section 401 (extending the Build Out Period to up to NINE months):

"SECTION 401. TERM. The "**Term**" of this Agreement consist of up to a **Nine (9) month "Build-Out Period"** beginning on the Commencement Date, and followed by the "**Concession Period**" consisting of **Ten (10) Contract Years**, unless sooner terminated in accordance with other Provisions of this Agreement. The Commencement Date, Build-Out Period and the Concession Period and the Expiration Date will be written by the City below.

"**Commencement Date**": _____

"**Build-Out Period**": _____ to _____

"**Concession Period**": _____ to _____

"**Expiration Date**": _____"

2. Answer additional questions from Bidders.

Your fully complete Bid must be submitted, with all necessary attachments, by **2:00 P.M., LOCAL TIME, March 7, 2017**. An original and five (5) fully complete copies of your Bid must be submitted in a sealed envelope, addressed to:

Airport Properties Department
Lambert-St. Louis International Airport®
Terminal 1, Room MTN-2501
10701 Lambert International Boulevard
St. Louis, Missouri, 63145

The words "**BID FOR COMMON USE CLUB CONCESSION**" must be plainly written across the left-end face of the envelope. The name and address of the Bidder must also appear on the face of the envelope.

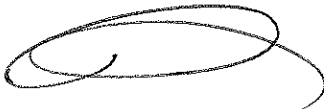
Bids will be publicly opened and read immediately following the 2:00 P.M. deadline.

Bids received after the due date and time, or not delivered to the designated point, will not be considered and will be returned to the Bidder unopened.

All other terms and conditions of the SFB as amended by the First Addendum, Second Addendum, Third Addendum and Fourth Addendum not inconsistent with this Fifth Addendum are unchanged and remain in full force and effect.

All inquiries regarding this SFB must be directed to the undersigned at (314) 426-8178 (rcsalarano@flystl.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert C. Salarano', with a large, loopy flourish extending from the end of the signature.

Robert C. Salarano
Airport Properties Division Manager

QUESTIONS AND ANSWERS

Q. Please provide an example of MAG and Percentage Fee payments for a Contract Year.

A. Two examples:

EXAMPLE A

Assume Gross Receipts of \$1,000,000 for the year

The Minimum Annual Guarantee is \$20,000 per year

The Percentage Fee is 5% of Gross Receipts

For the year, the Concessionaire's Concession Fee Payments to the City would total \$50,000 (5% of \$1,000,000)

EXAMPLE B

Assume Gross Receipts of \$100,000 for the year

The Minimum Annual Guarantee is \$20,000 per year

The Percentage Fee is 5% of Gross Receipts.

The Percentage Fee on \$100,000 in Gross Receipts would be \$5,000

For the year the Concessionaire's Concession Fee Payments to the City would total \$20,000 (the MAG).

Q. Do Product Rights apply to the Concession?

A. No. See the Second Addendum, Item #4 and Fourth Addendum, Questions and Answers.

Q. Are design costs (e.g. architectural fees), construction costs and non Removable Fixtures (such as ovens and hoods permanently installed) included in the Initial Minimum Investment requirement of \$400,000?

A. Yes.

Q. Are Removable Fixtures and furniture costs included in the Initial Minimum Investment requirement of \$400,000?

A. No.

Q. Is the Concessionaire responsible for remediation of Hazardous Materials that it did not create?

A. No. See Section 701 of the Sample Agreement.

Q. If Hazardous Materials are found that are the City's responsibility to remediate, will the delay caused by the remediation lead to Liquidated Damages?

A. No.

Q. Other than English, is there a particular language preferred if staff is multilingual?

A. No.

Q. Is there any rooftop HVAC unit currently serving the Premises?

A. No. See Third Addendum.

Q. Is an internal and/ or external grease trap required for a unit that only uses Turbo Chef type equipment?

A. Yes. If food is served, an internal grease trap is required.

Q. What is the anticipated Commencement Date of the contract?

A. Bids are due March 7, 2017. It is anticipated that the Airport request Airport Commission approval on Wednesday May 3; the Agreement will also require City of St. Louis legislative approval, which is anticipated for the month of April.

The anticipated Commencement Date is July 1, 2017.

Q. If the Concessionaire provides an "all inclusive" arrangement of entry (i.e. there is a charge for entry, but no additional charges for food and beverage, which Percentage Fee Rate Sales Category would apply?

A. "Approved Merchandise (including Membership Fees)" would be the applicable Sales Category.

Q. What is the process for security badging?

A. See attached "Security Badging Process."

Q. Are current space drawings available in AutoCAD format?

A. No. A PDF version is posted at www.flystl.com.

Q. Will the City eliminate the requirement that the Concessionaire submit a monthly report of Gross Receipts from the Concessionaire's Point Of Sale (POS) system (Section 603F)?

A. Should the successful Bidder request it, the City will change the requirement for a report from the POS from "monthly" to "on demand," but the report must be available.

Q. Section 603 requires the Club to stay open for delayed flights, etc. as long as club patronage warrants. What if staffing does not allow continuous hours?

A. Concessionaire shall make every reasonable effort to ensure that the unit is properly staffed, including during irregular operations. The City does not intend that the Concessionaire would violate labor laws or overwork staff.

Q. In the solicitation, the City notes that club access should be in "24 hour increments." What is the City's intent?

A. The City will allow the Concessionaire to define the membership increment (e.g. a "Day Pass" for a business day). For example, it is not the City's intent to require a pass purchased at 5:00pm to be valid for re entry to the Premises the following morning.

Q. Section 619 prohibits the sale of a number of items. Can the items be provided on a complimentary basis?

A. The City will consider such requests on a case by case basis; this section is not intended to limit the availability of free newspapers and magazines to club patrons within the Premises.

Q. The City has broad rights to enter the Premises, including for the purposes of an operational audit. Can this be changed?

A. No. However, the City will work with the Concessionaire to ensure minimal disruption to our joint customers. Proper dress (uniforms or business attire, depending on the nature of the audit) and discreet behavior will be required of the City staff.

Q. Is water and sewer in the Premises?

A. Water and sewer need to be brought from the utility room inspected during the tour.

Q. What is the Airport's current schedule for exterior window cleaning?

A. Exterior windows are cleaned in a quarterly basis.

Q. Is there a gas line in the Premises?

A. Yes, 2 PSI. Regulator is likely set to 2 to 4 inches.

Q. Is there electricity in the Premises?

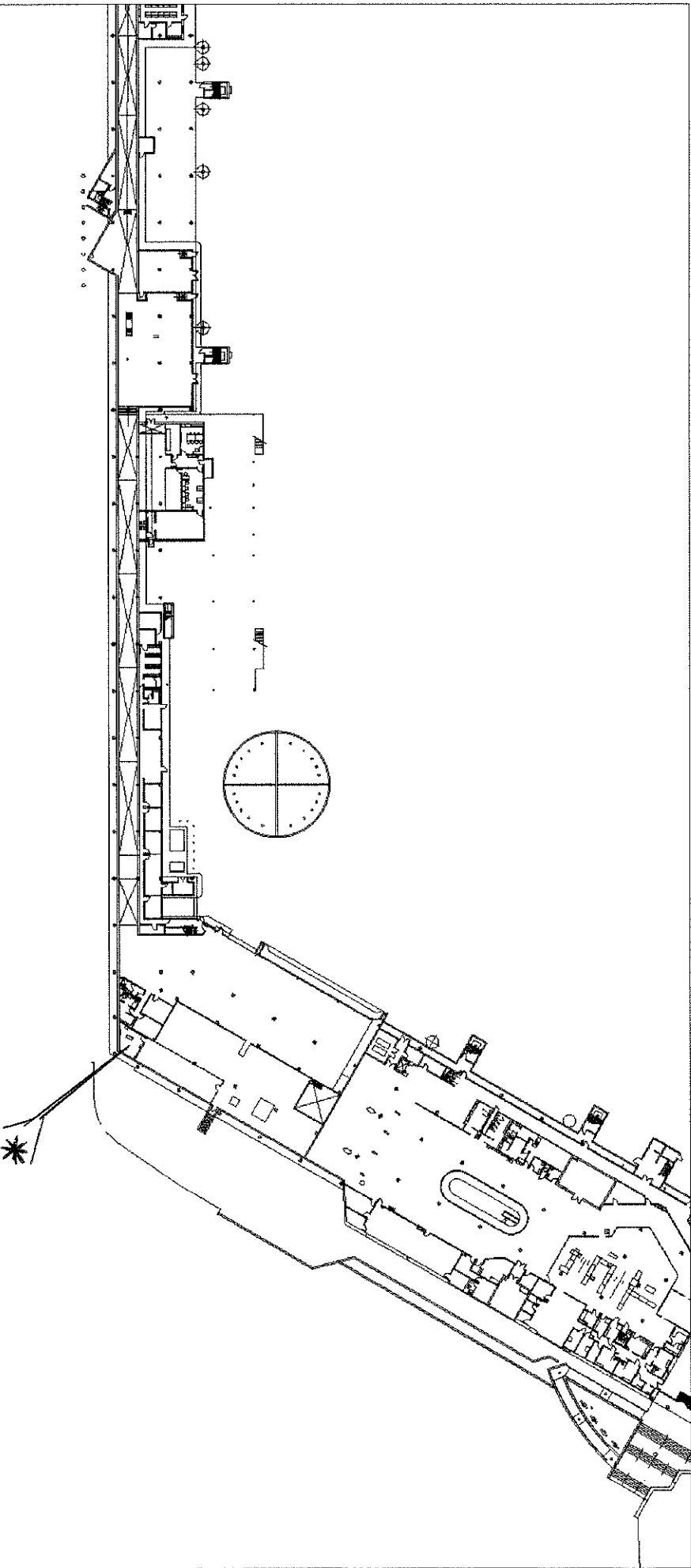
A. Yes. 120 / 208 Voltage / Amps. The condition of the cabling from the utility room inspected on the tour to the Premises is unknown.

Q. Will the City remove the requirement for Automobile Liability insurance?

A. The City will consider this on a case by case basis; however, any Concessionaire using an automobile to make airside deliveries will be required to maintain the insurance.

Q. As one of the Objectives, the City notes a system of reciprocal or bonus club access. What is meant by this?

A. That the Concessionaire should work to maximize revenue and usage by working with corporations, credit card companies, etc. to generate traffic in the Premises.



Legend

— Cad Apron Level



**LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT** ©

**Apron Level Telecomm Room
Terminal 2**

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Coordinate System:
State Plane Coordinate, Missouri East Zone
North American Datum 1983 State Plane

Prepared By: ST/AA
Date: 2/1/2017
Review and Approval By:
Date:

SECURITY BADGING PROCESS

REGISTRATION

All companies requiring airport badges must be registered with the Bureau of Security Operations. A registration form is included in this packet.

Companies requiring vehicle access must provide a certificate of insurance to the Bureau of Security Operations. Insurance requirements are included in this packet.

FINGERPRINTS

All individuals requiring an airport badge must be fingerprinted at the Bureau of Security Operations. Office hours are Monday – Friday, 7 a.m. to 4 p.m (closed 12 – 1 p.m.). In order to be fingerprinted, the applicant must present a completed fingerprint application and two forms of ID. One form **MUST** be a government-issued photo ID such as a driver's license, state ID, passport or military ID. The second form will be proof of work eligibility, such as a US passport, US birth certificate, Social Security card (for those born in the US).

If the applicant is not a U.S. citizen, they must present their I-94, Resident Alien or Employment Authorization ID (green card) in addition to the above IDs.

Individuals who are paying for their fingerprints and those who have a no-charge letter **MUST** report to the Bureau of Security Operations before going to the cashier's office.

When Security Operations receives the fingerprint results, a letter will be sent to the individual/s sponsor. Four types of letters are sent, depending on the results:

1. **APPROVED:** The individual has been approved for an airport badge and can be signed up for SIDA class. Individuals getting light green (non-SIDA) badges can get their badges without attending the class. Badges must be obtained within 30 days of fingerprinting.
2. **UNCLASSIFIABLE:** The fingerprints were unreadable for some reason and must be taken again. The individual should report to the Bureau of Security Operations with a copy of the letter and a new fingerprint form. There is no charge for this.
3. **REPORT TO SECURITY OPERATIONS:** There is a discrepancy on the fingerprint report that needs to be cleared up. The individual should report to Bureau of Security Operations immediately.
4. **DENIED:** The report indicates that the person has been convicted of an enumerated crime and cannot receive an airport badge.

BADGING

Once an individual has been approved for an airport badge, they can be signed up for the SIDA class. (Individuals receiving light green badges do not need to attend SIDA class.)

SIDA classes are held every Tuesday at 7:30 a.m. and 12:00 p.m. Individuals must be signed up prior to class by calling the Bureau of Security Operations at 314/426-8095. The applicant should check in at the Bureau of Security Operations at class time with a completed badge application and two forms of identification (as described in the fingerprint section). Their picture will be taken prior to class and, if everything is in order, they will receive their badge after class.

DRIVING BADGES

If an individual requires driving access, they must take the appropriate class – either Ramp Safety (ramp access) or Radio Procedures (AOA access) before they can receive their badge. Classes may be arranged through the Ops Center at 314/426-8040.

Individuals requiring driver access MUST have a valid driver's license. The driver's license must be presented as a form of ID.

BADGING COSTS

Fingerprints are \$40. The initial badge is \$40 and renewals are \$30. Status changes are \$30. Lost badges are \$50 for the first, \$75 for the second and \$100 for the third.