

# **EXHIBIT A**

**Proprietary Information Redacted**



## FORM 1: CHECK LIST

### FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS DEPARTMENT

#### REQUEST FOR PROPOSALS NO. 12300507

Proposals shall be submitted in a three-ring binder, **one original (marked original) and 3 copies**. If submitted electronically, hard copies are not applicable. The total proposal packet must be sealed and clearly marked on the outside **RFP No. 12300507 for FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS DEPARTMENT.**

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

	Checkbox Column	Form #	Item Name	Notes/Instructions
✓	✓	1	Cover Letter and Proposal Checklist	Complete one form for entire Proposal
✓	✓	2	Proposed Business Terms & Conditions	Complete one form for entire Proposal
✓	✓	3	Proposal Guarantee OR Proposal Bond	Submit one check or Letter of Credit for entire Proposal in the required amount
✓	✓	4	Non-Collusion Affidavit	Complete one form for entire Proposal
✓	✓	5	References	Complete one form for entire Proposal
✓	✓	6	Proposer Qualification Questionnaire	Complete one form for entire Proposal
✓	✓	7	Statement of Acceptance of the Indemnification and Insurance Requirements	Complete one form for entire Proposal
	*Certification for Local Preference Form not required, per Addendum No. 3	8	<del>Certification for Local Preference</del>	<del>Complete separate form for each Unit within Proposal</del>
✓	✓	9	Addenda and Time Period to Award/Reject	Complete one form for entire Proposal



✓	✓	10	DBE Data Request	Complete one form for entire Proposal
✓	✓	11	Disclosure of Conflict of Interest	Complete one form for entire Proposal
✓	✓	12	Proposer Questions	Submit one copy of each question asked including the answer provided by the city (directly or via Addenda)
✓	✓	13	Proposed Capital Investment	Complete one form, both Schedule 1 and Schedule 2, for entire Proposal
✓	✓	14	Signature Pages	Complete one form for entire Proposal
✓	✓	15	Pro forma	Complete one Pro forma for each space and one Pro forma for the entire package. Each Pro forma should cover each year of the term.
✓	✓	16	Agreement Draft Acknowledgement	Complete one form for entire Proposal
✓	✓	Other	ALL Proposal Requirements detailed in Tab A to Tab H	Complete separate form for each Unit within Proposal
✓	✓	Other	Electronic Submittal OR Binders: 1- Original Bound (8 ½ by 11 paper, double-sided, 12 point-font). Renderings may be produced on 11x17 paper single-sided. 2- Two (2) Bound Copies(8 1/2 by 11 paper, double-sided, 12 point-font). Renderings may be produced on 11x17 paper single-sided	One Original Binder including wet signatures for the Proposal  Two binders containing exact copies of Original Binder
✓	✓	Other	Flash Drive containing Proposal and all Forms	1 Flash Drive (included in Original Binder)



Bid Results

Bidder Details

Vendor Name	SSP America
Address	20408 Bashan Drive Suite 300 Ashburn, Virginia 20147 United States
Respondee	Paul Loupakos, SSP America
Respondee Title	Senior Vice President, Business Development & Airport Retention
Phone	331-229-2489
Email	paul.loupakos@foodtravelexperts.com
Vendor Type	NONE
License #	CADIR

Bid Detail

Bid Format	Electronic
Submitted	01/17/2023 7:28 AM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	315776
Ranking	0

Respondee Comment

Thank you for the opportunity!

Buyer Comment

Attachments

Sending Cashier's Check as Bid Security

File Title	File Name	File Type
FAT RFP No. 12300507 Food & Beverage Concessions - SSP America.pdf	FAT RFP No. 12300507 Food & Beverage Concessions - SSP America.pdf	Proposal documents
FAT RFP No. 12300507 Food & Beverage Concessions - SSP America - Proposal Bond.pdf	FAT RFP No. 12300507 Food & Beverage Concessions - SSP America - Proposal Bond.pdf	Bid Bond
		General Attachment
		General Attachment
		Bid Bond



Line Items

Discount Terms   No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Schedule 1 & 2							\$0.0000		
1			FAT Total Schedule No. 1	Lump Sum	1	\$0.0000	\$0.0000	Yes	Not required per RFP
2			FAT Total Schedule No. 2	Lump Sum	1	\$0.0000	\$0.0000	Yes	Not required per RFP



Line Item Subtotals

Section Title	Line Total
Schedule 1 & 2	\$0.0000
Grand Total	\$0.0000





# FEAT

**FRESNO YOSEMITE INTERNATIONAL AIRPORT**  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS  
AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
**REQUEST FOR PROPOSALS NO.: 12300507**



January 17, 2022

Attention: City of Fresno, Purchasing Division  
c/o Tamra Torrence  
2101 G. Street, Building A  
Fresno, CA 93706

Dear Evaluation Committee:

On behalf of the entire SSP America team, please accept our proposal in response to the City of Fresno's invitation to submit competitive bids to develop, construct and operate five high-quality Food & Beverage Concessions as detailed in Proposal Number 12300507 at Fresno Yosemite International Airport. We are honored by the opportunity to be a part of the procurement process and endeavor to earn your approval to build a world-class partnership and become your lasting, partner of choice.

Fresno Yosemite International Airport is surrounded by natural wonder. The Central San Joaquin Valley is home to some of the most beautiful geological features in the United States and, indeed, all North America – Yosemite, Sequoia and King's Canyon National Parks attract visitors the world over. FAT is perfectly placed as the region's gateway for those passengers seeking to enjoy the ample adventures this endowed area has to offer, and when the splendor of the region is reflected in the thoughtful composition of the airport, travelers know immediately that they've just landed somewhere special. Our job is to deliver that unique, local blend of world-class special with every meal, snack and drink served.

SSP America is the North American division of SSP Group PLC, a leading operator of food and beverage concessions in travel locations, present in 35 countries around the world with a portfolio of more than 550 international, national, and local brands. SSP America is a significant component of SSP Group's global business, built on our consistent growth and strong reputation for our creative designs, our care and concern for our passengers and our unyielding passion for food. We are well capitalized and have the resources, experience, and skills to support the program design, development, and construction.

SSP America's vision for the current proposal opportunity is to share with your passengers, a seat at the region's table. A collective slice of the Central San Joaquin Valley's culinary landscape, with community anchored brands delivering today's white-hot culinary trends, created by forward-thinking restaurateurs who put their passion on every plate. Featuring a range of local and regional brands, all proudly born and bred in California, SSP have developed a portfolio that will delight and attract and will bring passengers back for more. SSP America proudly proposes:



**Ike's Love & Sandwiches (Concourse A, Space C-120)** - Ike's Love & Sandwiches brings a California-based, white-hot regional brand offering premium quality, freshly prepared sandwiches with quick service baked into its DNA.



**Peet's Coffee (Concourse A, Space C-134)** - Peet's brings a California-based, global coffee icon serving handcrafted, gourmet coffees made from premium ingredients.



**Mad Duck Craft Brewing Co. & Baby Duck (Concourse A, Space POD)** - Mad Duck Craft Brewing Co. brings a locally owned brand serving craft brews and scratch made, chef-driven dishes. The integrated, "Baby Duck" will function as a quick serve restaurant designed specifically for passengers on the go.



**Casa Corona (Future Development, Concourse B, Space G-206b)** - Casa Corona brings an immersive, multi-award-winning hometown Mexican restaurant serving fresh, scratch-made dishes, backed by a full-service cantina style bar and lively, fiesta atmosphere.



The above portfolio represents what SSP believes to be the best, most cost-effective tenant mix that would drive the most revenue for FAT and, crucially, allow for an expeditious, on-budget buildout given the ongoing turbulence of today's construction costs. Further, SSP America will remain flexible and open to wider discussions with Airport management on brand movement to ensure a tenant mix and placement that drives the most revenue for FAT.

As a leading, global operator, SSP America brings a level of commitment unsurpassed in our industry. First and foremost, we are committed to world-class operations at all levels. SSP America is the 2019 and 2020 winner of Airport Experience News' (AXN's) Best Overall Restaurateur Award, as well as the 2018 winner of AXN's Best Customer Service Award, and there's a reason why. Customer service and operational excellence require a commitment to continuous improvement—and it's that commitment to world-class operational excellence that SSP America will provide at FAT ensuring all passengers receive a positive experience consistent with this world-class destination.

Upon award our plan is to begin operations immediately by transitioning the current program. This gives us boots on the ground and a head start in understanding your airport community. SSP views this "Transition Phase" as the first step with three objectives: **No interruptions**—ensuring continuity of service to FAT travelers and the airport community; **No stoppage of revenues**—by temporarily rebranding the current restaurants we will protect revenues to the airport and airline partners; and, **No unnecessary delays**—we will work with airport management to create a design and construction plan directly with FAT and we will fast track all designs and submittals to develop the new program as soon as possible.

We recognize that speed to market is the most important factor in protecting airport revenues and have successfully transitioned over a dozen airport concession programs in recent years including Chicago Midway, where we took over 25 food and beverage facilities and transitioned them to SSP operations within a week without any interruptions. Our goal is to maximize revenues and customer satisfaction for FAT and its passengers while quickly constructing our beautiful new restaurants.

*Importantly, throughout every stage, we commit to retaining all current staff and no one will lose their job.*

SSP America, Inc. is the prime entity responding to the Proposal Number 12300507 opportunity. If SSP America, Inc. becomes the successful bidder, the contract would be shared in a Joint Venture partnership with ACDBE certified partner TNT Concessions, LLC (30%). This Joint Venture partnership, SSP America FAT, LLC, is 70% owned by SSP America, Inc. and 30% owned by the ACDBE partner, which more than doubles the City of Fresno's ACDBE requirement of 13%.

SSP America is honored to submit this proposal. We view this response as an opportunity to contribute not only to the future of Fresno and the entire Central San Joaquin Valley region, but also to the future of American air travel. By creating world-class guest experience, we are helping FAT lead the way in global airport excellence, while driving further economic opportunity across the region.

Should SSP America be awarded the Proposal Number 12300507 opportunity, we can personally guarantee our commitment to the City of Fresno and the Fresno Yosemite International Airport community. We will never be mere tenants. We are active, engaged community members, and believe that partnership is critical in building a food and beverage program of the 21st Century and beyond. We are ready to partner with you over the next 15 years and build a gateway to the future, *together*.

Very truly yours,



Pat Murray  
Deputy Chief Executive Officer

#### **Primary Contact**

Paul Loupakos, Senior Vice President, Development & Airport Retention  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147 USA  
ph: 331.229.2489  
Paul.Loupakos@foodtravelexperts.com



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### FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS DEPARTMENT

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FORM 12: Proposer Questions

PURCHASING DIVISION  
TELEPHONE # (559) 621-1332  
RIGHTFAX # (559) 457-1244

**PROPOSER QUESTIONS FOR:  
FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT  
CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL  
AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

RFP NO. 12300507

ATTENTION: Tamra Torrence  
Employee's Title: Sr. Procurement Specialist  
Employee's E-mail Address: Tamra.Torrence@fresno.gov

**(FOR CITY OF FRESNO USE ONLY)**

QUESTION No: \_\_\_\_\_

DATE: \_\_\_\_ REVIEWED BY: \_\_\_\_

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Hannah D'Arezzo

COMPANY: SSP America, Inc.

CONTACT PERSON: Paul Loupakos

DATE: 11/21/2022

PHONE No: 331-229-2489

FAX No: N/A

QUESTION: Please provide 2022 monthly sales for each Food & Beverage location?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANSWER: 2022 monthly sales (through October) have been provided as RFP Exhibit 3.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESPONSE BY: Melissa Garza-Perry

INCLUDED IN ADDENDUM NO. 7

DATE: 12/09/22

DATE: 12/09/22

Duplicate as Necessary, one sheet per question.





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FROM: Hannah D'Arezzo COMPANY: <u>SSP America, Inc.</u> CONTACT PERSON: <u>Paul Loupakos</u>	DATE: <u>11/21/2022</u> PHONE No: <u>331-229-2489</u> FAX No: <u>N/A</u>
QUESTION: <u>With the rise in food costs and construction costs, please consider increasing the pricing to street plus 15%?</u> _____ _____ _____ _____	
ANSWER: <u>The City will not consider increasing the pricing to Street plus 15% at this time.</u> _____ _____ _____	
RESPONSE BY: <u>Melissa Garza-Perry</u> INCLUDED IN ADDENDUM NO. <u>7</u>	
DATE: <u>12/09/22</u> DATE: <u>12/09/22</u>	

Duplicate as Necessary, one sheet per question.





FORM 12: Proposer Questions

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TELEPHONE # (559) 621-1332  
RIGHTFAX # (559) 457-1244

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FROM: Hannah D'Arezzo COMPANY: <u>SSP America, Inc.</u> CONTACT PERSON: <u>Paul Loupakos</u>	DATE: <u>11/21/2022</u> PHONE No: <u>331-229-2489</u> FAX No: <u>N/A</u>
QUESTION: <u>Where should the \$5,000 Deposit Check be mailed to if a respondent submits electronically?</u> _____ _____ _____ _____	
ANSWER: <u>Please submit the check to: Purchasing Office, Attn: Tamra Torrence, Sr. Procurement Specialist, City of Fresno, 2600 Fresno Street, Room 2156, Fresno, CA 93721</u> _____ _____	
RESPONSE BY: <u>Melissa Garza-Perry</u> INCLUDED IN ADDENDUM NO. <u>7</u> <div style="text-align: right;">DATE: <u>12/09/22</u> DATE: <u>12/09/22</u></div>	

Duplicate as Necessary, one sheet per question.





FORM 12: Proposer Questions

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RIGHTFAX # (559) 457-1244

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FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT  
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Employee's E-mail Address: Tamra.Torrence@fresno.gov

**(FOR CITY OF FRESNO USE ONLY)**

QUESTION No: \_\_\_\_\_

DATE: \_\_\_\_ REVIEWED BY: \_\_\_\_

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Christopher Gainey

COMPANY: SSP America, Inc.

CONTACT PERSON: Paul Loupakos

DATE: 11/21/22

PHONE No: 331-229-2489

FAX No: N/A

QUESTION: POD F&B - Is there a height restriction?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANSWER: There are no codes or architectural restrictions. The only restrictions would be upon  
final approval of the design by the City and the Proposer's ability to maintain the location.

\_\_\_\_\_  
\_\_\_\_\_

RESPONSE BY: Melissa Garza-Perry

INCLUDED IN ADDENDUM NO. 7

DATE: 12/09/22

DATE: 12/09/22

Duplicate as Necessary, one sheet per question.





FORM 12: Proposer Questions

PURCHASING DIVISION  
TELEPHONE # (559) 621-1332  
RIGHTFAX # (559) 457-1244

<b>PROPOSER QUESTIONS FOR:</b> <b>FOOD &amp; BEVERAGE CONCESSIONS AND NEWS &amp; GIFT CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS DEPARTMENT</b>  RFP NO. 12300507  ATTENTION: Tamra Torrence Employee's Title: Sr. Procurement Specialist Employee's E-mail Address: Tamra.Torrence@fresno.gov	<b>(FOR CITY OF FRESNO USE ONLY)</b>  QUESTION No: _____ DATE: ____ REVIEWED BY: ____ RESPONSIBLE FOR RESPONSE: <input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT
FROM: Christopher Gainey COMPANY: SSP America, Inc. CONTACT PERSON: Paul Loupakos	DATE: 11/21/22 PHONE No: 331-229-2489 FAX No: N/A
QUESTION: <u>POD F&amp;B - There is an existing Flight Information Display at the top of the escalators.</u> <u>is it possible to relocate this?</u> _____ _____ _____ _____	
ANSWER: <u>It is possible, provided the City finds a suitable alternative location for the FIDS.</u> _____ _____ _____ _____	
RESPONSE BY: <u>Melissa Garza-Perry</u> INCLUDED IN ADDENDUM NO. <u>7</u>	
DATE: 12/09/22 DATE: 12/09/22	

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DATE: \_\_\_\_ REVIEWED BY: \_\_\_\_

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Christopher Gainey

COMPANY: SSP America, Inc.

CONTACT PERSON: Paul Loupakos

DATE: 11/21/22

PHONE No: 331-229-2489

FAX No: N/A

QUESTION: POD F&B - Are we able to apply new materials/finishes to the back of the restroom core?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANSWER: Proposers are able to submit design plans that apply new materials/finishes to the back  
of the restroom core, subject to City approval of the finish, location, etc.

\_\_\_\_\_  
\_\_\_\_\_

RESPONSE BY: Melissa Garza-Perry

INCLUDED IN ADDENDUM NO. 7

DATE: 12/09/22

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FROM: <u>Christopher Gainey</u> COMPANY: <u>SSP America, Inc.</u> CONTACT PERSON: <u>Paul Loupakos</u>	DATE: <u>11/21/22</u> PHONE No: <u>331-229-2489</u> FAX No: <u>N/A</u>
QUESTION: <u>C120 and C134 – These spaces have gate doors to the exterior within the footprints.</u> <u>Are these required for operations or code exiting or can they be removed?</u> _____ _____ _____	
ANSWER: <u>One door must remain in the store design in order to receive product deliveries via SIDA.</u> <u>Door placement can be moved per final approval by City of Proposer's design plan.</u> _____ _____	
RESPONSE BY: <u>Melissa Garza-Perry</u> INCLUDED IN ADDENDUM NO. <u>7</u>	DATE: <u>12/09/22</u> DATE: <u>12/09/22</u>

Duplicate as Necessary, one sheet per question.





PROPOSED BUSINESS TERMS AND CONDITIONS

1



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 2: BUSINESS TERM/DEAL**

**FOOD & BEVERAGE CONCESSIONS  
AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,  
AIRPORTS DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

Key Business Terms for Food & Beverage (3 locations)	
Term	15 years from construction completion date of the entire package.
Space Rent (1 <sup>st</sup> Year)	\$40.00 square foot/year with annual CPI adjustments not to exceed 5% starting year 2.
Support Space Rent (1 <sup>st</sup> Year)	\$20.00 square foot/year with annual CPI adjustments not to exceed 5% starting year 2.
Percentage Rent Rate	10% of sales
Anticipated Minimum Capital Investment	\$ <u>1,010</u> per square foot
Mid-Term Refurbishment Requirement	\$ <u>100</u> per square foot
ACDBE Participation Goal	13% of Annual Gross Receipts
Required Hours	Concessionaire shall open all units a minimum of one and one-half hours before the first scheduled flight of the day and remain open until at least 30 minutes after the last departing flight (including flights that may have been delayed).
Use of Concession Space	The spaces associated with this concession opportunity may be used only for the sale of permitted Food & Beverage items as stated in the successful proposal. The specific concept will be documented in a final executed concession agreement. The space may not be subdivided into separate concepts, without prior written consent. No advertising or sponsorship is allowed in the concession space unless approved by City.
Storage Space	Concession storage space is available. Storage space cost is \$20.00 per square foot per year and is not included in the RR and is subject to annual CPI adjustments not to exceed 5% annually.
Restrictions on Use of the Concession Space	Proposers are restricted from proposing any uses except as described RFP response.

Agreed to by:   
Title: Deputy Chief Executive Officer

Date: 1/3/23



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 2: BUSINESS TERM/DEAL**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
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Anticipated Minimum Capital Investment	\$ <u>1,010</u> per square foot
Mid-Term Refurbishment Requirement	\$ <u>100</u> per square foot
ACDBE Participation Goal	13% of Annual Gross Receipts
Required Hours	Concessionaire shall open all units a minimum of one and one-half hours before the first scheduled flight of the day and remain open until at least 30 minutes after the last departing flight (including flights that may have been delayed).
Use of Concession Space	The spaces associated with this concession opportunity may be used only for the sale of permitted Food & Beverage or News & Gift items as stated in the successful proposal. The specific concept will be documented in a final executed concession agreement. The space may not be subdivided into separate concepts, without prior written consent. No advertising or sponsorship is allowed in the concession space unless approved by City.
Storage Space	Concession storage space is available. Storage space cost is \$20.00 per square foot per year and is not included in the RR and is subject to annual CPI adjustments not to exceed 5% annually.
Restrictions on Use of the Concession Space	Proposers are restricted from proposing any uses except as described RFP response.

Agreed to by:   
Title: Deputy Chief Executive Officer

Date: 1/3/23



**ACTION OF THE BOARD OF DIRECTORS OF  
SSP AMERICA, INC.  
BY UNANIMOUS WRITTEN CONSENT**

The following action was taken by the Board of Directors of SSP America, Inc., a California corporation (the "Corporation") without a meeting, effective as of January 3, 2023, pursuant to the provisions of applicable law and the Bylaws of the Corporation permitting such action to be so taken.

Whereas, the Board desires to approve and ratify the submission of a proposal for, and all related transaction documents (including any agreements) in connection with, certain food and beverage concessions at the Fresno Yosemite International Airport (collectively, the "Proposal") in response to a Request for Proposal.

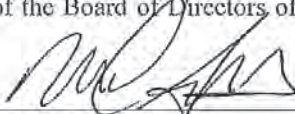
Now, therefore, the following resolution is hereby unanimously adopted:

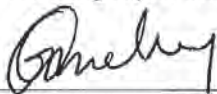
Resolved, that the signing of the Proposal or any part thereof (including any agreements) by Michael Svagdis, President/CEO, George Mboya, CFO/Secretary, or Patrick Murray, Deputy CEO, for and on behalf of this Corporation, is hereby ratified and approved.

Resolved, that such signatures will bind this Corporation.

Resolved, that the Officers of this Corporation are each hereby authorized, for and on behalf of the Corporation, to take such further action and execute and file such additional documents as any of them may deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

The undersigned, being all of the members of the Board of Directors of SSP America, Inc., do hereby consent to the foregoing actions.

  
\_\_\_\_\_  
Michael Svagdis, Director

  
\_\_\_\_\_  
George Mboya, Director

  
\_\_\_\_\_  
Patrick Murray, Director



### Secretary's Certificate

The undersigned, George Mboya, hereby certifies that he is the duly elected and acting Secretary of SSP America, Inc., a California corporation (the "**Company**"), and that, as such, he is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Company. He hereby further certifies on behalf of the Company that:

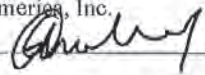
1. Attached hereto is a true, correct and complete copy of resolutions of the board of directors of the Company (the "**Resolutions**"). The Resolutions are the only resolutions adopted by the board of directors of the Company in relation to the subject matter thereof and were duly adopted in accordance with the provisions of the Certificate and By-Laws. The Resolutions have not been rescinded, amended or otherwise modified since the date of their adoption and are in full force and effect on the date hereof.
2. Each of the persons named below is a duly elected, qualified and acting officer of the Company holding the office or offices set forth opposite his or her name, and each of the persons named below is authorized to execute and deliver on behalf of the Company, each document to which it is a party and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

Name	Office
Michael Svagdis	President/CEO
Pat Murray	Deputy CEO
George Mboya	CFO/Secretary

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of January 3, 2023.

SSP America, Inc.

By



Name: George Mboya

Title: Secretary

The undersigned hereby certifies that the person named above is the duly elected, qualified and acting Secretary of the Company, and that the signature appearing above is his true and genuine signature.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of the date set forth above.

SSP America, Inc.

By



Name: Pat Murray

Title: Deputy CEO





**November 22, 2022**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the exclusive rights to include The Mad Duck restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Fresno Yosemite International Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

This letter will remain in effect for one years following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Mad Duck Brewing, LLC

Name: Alex Costa *Alex Costa*  
Title: Managing Member

**SSP America, Inc.**





**November 21, 2022**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the exclusive rights to include Ike's Love & Sandwiches restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Fresno Yosemite International Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

This letter will remain in effect for one years following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Ike's Love & Sandwiches

*Adam Rinella*

Name: Adam Rinella  
Title: VP of Real Estate & Development

**SSP America, Inc.**





**October 10, 2022**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

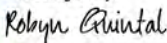
Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the exclusive rights to include Peet's Coffee restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Fresno Yosemite International Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

This letter will remain in effect for one years following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Peet's Coffee

DocuSigned by:  
  
7C64291C49584C4...

Name: Robyn Quintal

Title: Sr Director of Operations

**SSP America, Inc.**



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

### FORM 3: PROPOSAL DEPOSIT

Accompanying this proposal is a Proposal Deposit in the amount of **Five Thousand Dollars (\$5,000.00)** in form of:

☐ Annual Bidder's Bond      ☐ Certificate of Deposit  
☒ Proposer's Bond      ☐ Certified Check  
☐ Cashier's Check      ☐ Irrevocable Letter of Credit

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Agreement, will, within 15 calendar days (except in the event federal funding is applicable to the Agreement, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return an Agreement furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

Such Deposit is made with the understanding that failure to execute such Agreement will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Proposer's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

### BUSINESS LOCATION

( ☒ ) The undersigned Proposer does not maintain a place of business in the City of Fresno.  
( ☐ ) The undersigned Proposer maintains a place of business in the City of Fresno at:  
\_\_\_\_\_, Fresno, CA, \_

### BUSINESS LICENSE

( ☐ ) The undersigned Proposer has a current City of Fresno Business License Number:  
\_\_\_\_\_

If the successful proposer does not have a City of Fresno Business License, it shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.





December 22, 2022

Lien Ngo  
SSP AMERICA, INC.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: CITY OF FRESNO, CA  
Project: Food & Beverage Concessions and News & Convenience Concessions at Fresno Yosemite International Airport.  
Terminal for City of Fresno, Airports Department - RFP No. 12300507  
Estimated Contract Price: \$ 185,000.00  
Bid Date: 1/3/2023  
Surety: INTACT FINANCIAL CORPORATION

Dear Lien Ngo:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Wayne McVaugh  
Record #2887549

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place \_\_\_\_\_ And your price \$ \_\_\_\_\_

If awarded contract, is final bond required? Yes ☐ No ☐

AON RISK SERVICES CENTRAL, INC.  
100 North 18th Street, Philadelphia, PA 19103 • tel: 215-255-2000 • fax:  
15th Floor





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

SSP AMERICA, INC.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

### SURETY:

(Name, legal status and principal place of business)

ATLANTIC SPECIALTY INSURANCE COMPANY  
605 Highway 169 North  
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

CITY OF FRESNO, CA  
Office of Purchasing Manager  
2600 Fresno Street, Room 2156, Fresno, CA 93721

**BOND AMOUNT:** Five Thousand and 00/100 Dollars  
(\$ 5,000.00)

### PROJECT:

(Name, location or address, and Project number, if any)

Food & Beverage Concessions and News & Convenience Concessions at Fresno Yosemite International Airport. Terminal for City of Fresno, Airports Department - RFP No. 12300507

Project Number, if any: 12300507

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of December, 2022

_____ (Witness)	_____ (Principal)	_____ (Seal)
_____ (Witness)	_____ (Surety)	_____ (Seal)
_____ Sara Owens	_____ Wayne G. McVaugh, Attorney in Fact	



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Virginia

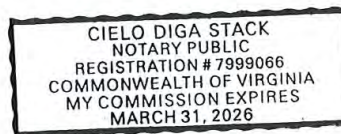
County of Loudoun

On Dec. 30, 2022 before me, Cielo Diga Stack, Notary Public, personally appeared George Mboya who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cielo Diga Stack  
Signature of Notary Public





## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New Jersey

County of Camden

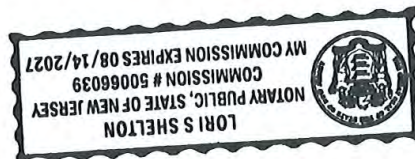
On December 22, 2022 before me, Lori S. Shelton, Notary Public, personally appeared Wayne G. McVaugh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Signature of Notary Public







## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Wayne G. McVaugh, Sara Owens, Patricia A. Rambo, Kimberly Sherrod, George Gionis, Cathy H. Ho, Vicki Johnston, Lori Shelton, Patricia Dorsaneo, Dana Donahue**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of December, 2022.

This Power of Attorney expires  
January 31, 2025



Kara Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)





**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2021

Dollars displayed in thousands

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 1,827,267	Loss Reserves	\$ 1,012,642
Preferred Stocks	-	Loss Adjustment Expense Reserves	307,403
Common Stocks	907,728	<b>Total Loss &amp; LAE Reserves</b>	<b>1,320,246</b>
Mortgage Loans	-	Unearned Premium Reserve	655,993
Real Estate	-	Total Reinsurance Liabilities	24,180
Contract Loans	-	Commissions, Other Expenses, and Taxes due	63,766
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	174,241	Payable to Parent, Subs or Affiliates	-
Other Investments	20,131	All Other Liabilities	442,340
<b>Total Cash &amp; Investments</b>	<b>2,929,367</b>	<b>Total Liabilities</b>	<b>2,506,525</b>
Premiums and Considerations Due	288,964	<b>Capital and Surplus</b>	
Reinsurance Recoverable	24,105	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	56,353	Preferred Capital Stock	-
All Other Admitted Assets	59,690	Surplus Notes	-
<b>Total Admitted Assets</b>	<b>3,358,479</b>	Unassigned Surplus	165,606
		Other Including Gross Contributed	677,347
		<b>Capital &amp; Surplus</b>	<b>851,954</b>
		<b>Total Liabilities and C&amp;S</b>	<b>3,358,479</b>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2021, according to the best of my information, knowledge and belief.

  
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 14<sup>th</sup> day of March, 2022.

  
Notary Public



My Commission Expires January 31, 2025



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 08950

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,  
Atlantic Specialty Insurance Company

of New York, organized under the  
laws of New York, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th  
day of September, 2011, I have hereunto  
set my hand and caused my official seal to be affixed this  
16th day of September, 2011.



Dave Jones  
Insurance Commissioner

By

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CRI-3

OSP 00 39381





# 2

BUSINESS FORMS, INSERTS AND RELEVANT MATERIALS



## TAB 2 – BUSINESS FORMS, INSERTS AND RELEVANT MATERIALS

- **Trade Name Registrations;**
- **Corporate or Limited Liability Company/Partnership entity information;**
- **Legal name of Corporation, Limited Liability Company or Partnership;**
- **State Formation;**
- **Federal Tax ID;**
- **A certified copy of either the Articles of Formation, Articles of Incorporation, the Certificate of Incorporation or the Certificate of Formation, which includes documentation to show who has the ability to bind the Corporation, LLC., Company to an Agreement with the City;**
- **Current Certificate of Good Standing from the state of incorporation or formation as well as evidence of authorization to conduct business in the State of California and a Certificate of Good Standing from the State of California;**

**SSP AMERICA, INC. WAS FORMED IN CALIFORNIA ON MARCH 19, 1986.  
EIN - 33-0169494**

SSP began serving airport guests as part of Scandinavian Air Services (SAS) in Denmark in 1961 and combined its business with UK-based Travelers Fare in 1973. Compass Group—one of the world's largest food service providers—acquired SSP in the early 1990s. In 2006, SSP spun off from Compass, and began operating as an independent group controlled by private equity firm, EQT Partners. SSP Group PLC publicly traded on the London Stock Exchange, a leading operator of food and beverage concessions in travel locations, operating restaurants, bars, cafés, food courts, lounges and convenience stores in airports, train stations, motorway service stations and other leisure locations.

A certified copy of SSP America, Inc.'s Articles of Incorporation is included for your review within this section.

A Certificate of Good Standing from the state of California for SSP America, Inc. is included for your review within this section. A Certificate of Good Standing from the state of California for SSP America FAT, LLC is included for your review within this section.





FILED  
In the Office of the Secretary of State  
of the State of California

1525926

MAR 19 1986

ARTICLES OF INCORPORATION  
OF

*Manuch Fong Eu*  
MARCH FONG EU, Secretary of State

ST. CLAIR DEVELOPMENT CORPORATION

I

The name of the corporation is ST. CLAIR DEVELOPMENT CORPORATION.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of the corporation's initial agent for service of process is:

Sayed Ali  
14819 Derringer Road  
Poway, California 92064

The corporation is authorized to issue only one class of shares of stock; and the total number of shares which the corporation is authorized to issue is One Million (1,000,000).

Dated: 3/17/86

*Sayed Ali*  
Sayed Ali

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Dated: 3/17/86  
*Sayed Ali*  
Sayed Ali



1525906

A453465

FILED

In the office of the Secretary of State  
of the State of California

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

NOV 7 1994

ST. CLAIR DEVELOPMENT CORPORATION

*Tony Miller*  
Acting Secretary of State

The undersigned, Sayed Ali, being the President and Secretary, Chairman of the Board of Directors and sole shareholder of St. Clair Development Corporation (the "Corporation"), hereby certifies that:

1. He is the President and Secretary of the Corporation.
2. The Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

I

The name of this Corporation is ST. CLAIR DEVELOPMENT CORPORATION.

II

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.



### III

The Corporation is authorized to issue two classes of shares. One class shall be designated as common stock, par value \$50 per share and one class shall be designated as preferred stock, par value \$.01 per share. The total number of common shares which this corporation is authorized to issue is 20,000,000. The total number of preferred shares which this Corporation is authorized to issue is 1,000,000. The holders of preferred stock shall have such rights, preferences and privileges as may be determined by the Corporation's Board of Directors prior to the issuance of such shares.

### IV

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

### V

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the Corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 10,000. The number of shares voting in favor of the amendment and restatement equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: May 1, 1994

  
\_\_\_\_\_  
Sayed Ali, Chairman of the Board of  
Directors and President

  
\_\_\_\_\_  
Sayed Ali, Secretary



NCTD

1525926

A483747

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

ST. CLAIR DEVELOPMENT CORPORATION

FILED  
In the office of the Secretary of State  
of the State of California

NOV 12 1996

Bill Jones  
BILL JONES, Secretary of State

The undersigned, Sayed Ali, being the President and Secretary, Chairman of the Board of Directors and the holder of more than 51% of the voting capital stock of St. Clair Development Corporation (the "Corporation"), hereby certifies that:

1. He is the President and Secretary of the Corporation.
2. The Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

I

The name of this Corporation is CREATIVE HOST SERVICES, INC.

II

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The Corporation is authorized to issue two classes of shares. One class shall be designated as common stock, no par value per share and one class shall be designated as preferred stock, no par value per share. The total number of common shares which this corporation is authorized to issue is 20,000,000. The total number of preferred shares which this Corporation is authorized to issue is 2,000,000. The holders of preferred stock shall have such rights, preferences and privileges as may be determined by the Corporation's Board of Directors prior to the issuance of such shares.

IV

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.



V

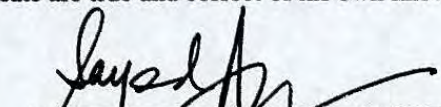
The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the Corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

3. The foregoing Amendment and Restatement of the Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 1,460,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: July 1, 1996

  
Sayed Ali, Chairman of the Board of  
Directors and President

  
Sayed Ali, Secretary



A485160

1525926

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION**

FILED *Bjm*

In the office of the Secretary of State  
of the State of California

DEC 17 1996

*Bill Jones*  
BILL JONES, Secretary of State

Sayed Ali hereby certifies that:

1. He is the President and Secretary of Creative Host Services, Inc., a California corporation.
2. Article III of the Articles of Incorporation of this corporation is amended to read as follows:

This corporation is authorized to issue two classes of shares. One class shall be designated as common stock, no par value per share and one class shall be designated as preferred stock, no par value per share. The total number of common shares which this corporation is authorized to issue is 20,000,000. The total number of preferred shares which this Corporation is authorized to issue is 2,000,000.

The preferred stock may be issued in such series and with such designations as may be determined by the Corporations Board of Directors. The Corporation's Board of Directors shall

1. determine the number of shares of each series of preferred stock;
2. determine the designation of each series of preferred stock; and
3. determine the rights, preferences and privileges of each series of preferred stock.

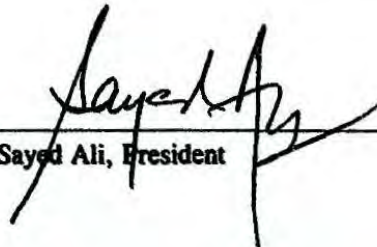
Effective upon this Amendment to the Articles of Incorporation each share of outstanding common stock shall be converted into 1.7 shares of common stock.

3. The foregoing Amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing Amendment of Articles of Incorporation has been duly approved by the required vote of common stock shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the common stock of the corporation is 562,500. No shares of preferred stock have been issued. The number of shares of voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.



I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: December 4, 1996

  
\_\_\_\_\_  
Sayed Ali, President



1525926

**CERTIFICATE OF DETERMINATION**  
**OF**  
**CREATIVE HOST SERVICES, INC.**

A485380  
**FILED** *Bjm* o.p.  
In the office of the Secretary of State  
of the State of California  
**DEC 20 1996**  
*Bill Jones*  
BILL JONES, Secretary of State

Sayed Ali hereby certifies as follows:

1. He is the President and Secretary of Creative Host Services, Inc., a California corporation (the "Company").
2. The number of authorized shares of 9% Convertible Redeemable Preferred Stock is 72,264, none of which has been issued.
3. The Board of Directors has duly adopted the following resolutions:

WHEREAS, the Articles of Incorporation authorize the Preferred Stock of the Company to be issued and authorize the Board of Directors to determine the rights, preferences, privileges and restrictions granted to or imposed upon any unissued Preferred Stock.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issue of a series of Preferred Stock to be known as 9% Convertible Redeemable Preferred Stock of the Company, hereby fixes the number of such series of Preferred Stock to be up to 72,264, and does hereby determine the rights, preferences, restrictions and other matters relating to said Preferred Stock as follows:

**1. Dividends**

The holders of the 9% Convertible Redeemable Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, a cumulative noncompounded annual dividend equal to 9% of the original purchase price of each share, which is ten dollars (\$10.00), before any dividends are declared or paid on the Company's Common Stock.

**2. Voting Rights**

Except as otherwise prescribed by law, the holders of 9% Convertible Redeemable Preferred Stock shall vote equally with the shares of the Company's Common Stock as a single class on all matters on which holders of Common Stock are entitled to vote. Each holder of 9% Convertible Redeemable Preferred Stock shall be entitled to one vote per share of 9% Convertible Redeemable Preferred Stock.

**3. Mandatory Redemption**

Each holder of the 9% Convertible Redeemable Preferred Stock will have the right to cause the Company to redeem their shares on the following terms and conditions, subject to adjustment under Paragraph 6 herein, if appropriate:



The Company has the obligation to redeem the Preferred Stock upon written notice of the exercise of the redemption rights by the holders. In exercising their mandatory redemption rights, each holder will have the option to either (a) be paid cash equal to the original purchase price of the 9% Convertible Redeemable Preferred Stock plus a cumulative noncompounded dividend at the rate of 9% per annum, as well as be issued a number of shares of Common Stock equal to his pro rata share (based on his percentage ownership of all outstanding 9% Convertible Redeemable Preferred Stock) of 1.4% of the Company's issued and outstanding Common Stock, proportionately adjusted to the extent that less or more than \$500,000 of 9% Convertible Redeemable Preferred Stock is issued; or (b) be issued a number of shares of Common Stock of the Company, registered pursuant to a registration statement declared effective by the Securities and Exchange Commission under Section 5 of the Securities Act of 1933, as amended, if there has been a public offering of the Company's Common Stock, equal to the holder's pro rata share (based on the holder's percentage ownership of all outstanding 9% Convertible Redeemable Preferred Stock) of 8.34% of the issued and outstanding Common Stock of the Company, proportionately adjusted to the extent less or more than \$500,000 of 9% Convertible Redeemable Preferred Stock is issued. The percentage of the shares of Common Stock issued for redemption of the Preferred Stock will also be adjusted proportionately higher if less than \$3,600,000 in capital is raised in the Company's public offering, and proportionately lower if more than \$3,600,000 is raised in the Company's public offering.

In order to exercise their mandatory redemption rights, the holders must notify the Company in writing stating that they have elected to exercise their right to have the shares redeemed. The written notice must be accompanied by the certificate evidencing the shares of 9% Convertible Redeemable Preferred Stock being redeemed. If less than all shares evidenced by such certificate are redeemed, a new certificate for such remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company. Holders of the 9% Convertible Redeemable Preferred Stock who exercise their redemption right must exercise it for all of the shares eligible for redemption, or none of them. The Company will pay the redemption price within 45 days after receipt of the written notice from the holder. To the extent that shares of 9% Convertible Redeemable Preferred Stock are converted into shares of Common Stock pursuant to Paragraph 5 herein or redeemed pursuant to Paragraph 4 herein, then the percentage of original outstanding shares of 9% Convertible Redeemable Preferred Stock subject to mandatory redemption pursuant to Paragraph 3 herein will be proportionately reduced.

#### **4. Optional Redemption**

The Company may redeem all or any portion of the 9% Convertible Redeemable Preferred Stock at any time to the extent that the 9% Convertible Redeemable Preferred Stock has not otherwise been redeemed or converted. In exercising its optional redemption rights, the Company will pay cash equal to the original purchase price of the 9% Convertible Redeemable Preferred Stock plus a cumulative noncompounded dividend at the rate of 9% per annum.



In order to exercise its right to require a redemption, the Company will give a written notice to the holders of the Preferred Stock of the Company's election to cause a redemption. The notice will designate the percentage of outstanding 9% Convertible Redeemable Preferred Stock to be redeemed and the date on which the redemption is to be effective. If less than all of the 9% Convertible Redeemable Preferred Stock evidenced by a certificate is redeemed, then upon the surrender of said certificate, a new certificate of 9% Convertible Redeemable Preferred Stock for the remaining shares of said Preferred Stock will be issued by the Company. The Company will pay the redemption price to the holder of the 9% Convertible Redeemable Preferred Stock of the Company within 45 days after written notice of the exercise of the Company's optional redemption right.

## **5. Conversion**

Each holder of 9% Convertible Redeemable Preferred Stock may, at his sole option at any time after the 9% Convertible Redeemable Preferred Stock is issued, convert any or all of his shares of 9% Convertible Redeemable Preferred Stock into shares of Common Stock at a conversion rate of one share of Common Stock for each share of 9% Convertible Redeemable Preferred Stock converted. Undeclared cumulative dividends are not payable by the Company upon a voluntary conversion of the 9% Convertible Redeemable Preferred Stock by the holder of the shares. The Company shall not have the right to require a conversion of any of the shares of 9% Convertible Redeemable Preferred Stock.

In order to exercise the conversion privilege, a holder shall give written notice to the Company stating that such holder elects to convert one or more shares of 9% Redeemable Convertible Preferred Stock and the number of such shares to be converted. The notice must be accompanied by the certificate evidencing the shares of 9% Convertible Redeemable Preferred Stock being converted. If less than all shares evidenced by such certificate are converted, a new certificate for such remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company. Shares of 9% Convertible Redeemable Preferred Stock so converted will be deemed to have been converted immediately prior to the close of business on the date of receipt of such notice, even if the Company's stock transfer books are at that time closed, and such holder will be treated for all purposes as the record owner of the shares deliverable upon such conversion as of the close of business on such date. The Company will issue certificates for the Common Stock into which the 9% Convertible Redeemable Preferred Stock is converted or as soon as practicable after the effective date of the conversion. If less than all of the 9% Convertible Redeemable Preferred Stock evidenced by a certificate is converted, then upon the surrender of said certificate, a new certificate of said Preferred Stock for the remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company.

The issue of Common Stock certificates on conversion shall be made without charge to the holder for any tax in respect of the issue thereof, except taxes, if any, on the income of the holder. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in any name other than that of the holder.



## **6. Adjustment of Shares and Price**

The number of shares of Common Stock into which the 9% Convertible Redeemable Preferred Stock is convertible pursuant to Paragraph 6 herein, the number of shares subject to redemption pursuant to Paragraphs 4 and 5 herein, and the redemption prices set forth in Paragraphs 4 and 5 herein, are subject to adjustment from time to time in the event (i) the Company subdivides or combines its outstanding Common Stock into a greater or smaller number of shares, including stock splits and stock dividends payable in stock, rights or convertible securities; or (ii) of a reorganization or reclassification of the Company's Common Stock, the consolidation or merger of the Company with or into another company, the sale, conveyance or other transfer of substantially all of the Company's assets to another corporation or other similar event, whereby securities or other assets are issuable or distributable to the holders of the outstanding Common Stock of the Company upon the occurrence of any such event; or (iii) of the issuance by the Company to the holders of its Common Stock of securities convertible into, or exchangeable for, such shares of Common Stock.

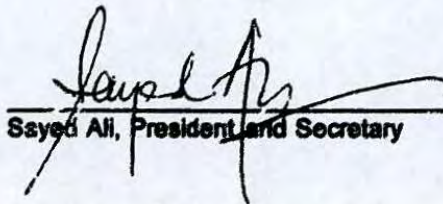
## **7. Liquidation Preference**

In the event of any liquidation, dissolution or winding up of the Company, the holders of 9% Convertible Redeemable Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its shareholders, a preference (the "Liquidation Preference"), whether from capital surplus or earnings, before any payment or declaration and setting apart for payment of any amount is made with respect to the Common Stock of the Company. The amount of the Liquidation Preference shall be Ten Dollars (\$10.00) per share plus all cumulative unpaid dividends, whether previously declared or not, up to and including the date that full payment is tendered to said holders of 9% Convertible Redeemable Preferred Stock with respect to such liquidation, dissolution or winding up, and no more. If the assets of the Company available for distribution to its shareholders are insufficient to pay the full Liquidation Preference to holders of the 9% Convertible Redeemable Preferred Stock, such holders of said Preferred Stock shall share ratably in any distribution of assets according to the respective amounts which would be payable with respect to the shares held by them upon distribution if all amounts payable with respect to said shares were paid in full.



### 8. Notices

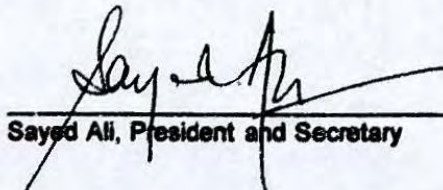
Any notice required by the provisions hereof to be given to the holders of shares of 9% Convertible Redeemable Preferred Stock shall be deemed given when personally delivered to such holder or five business days after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.



Sayed Ali, President and Secretary

Sayed Ali hereby declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: December 5, 1996



Sayed Ali, President and Secretary



1525926

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CREATIVE HOST SERVICES, INC.**

**A485764**

**FILED** *mf*  
In the office of the Secretary of State  
of the State of California

**DEC 30 1996**

*Bill Jones*  
**BILL JONES, Secretary of State**

The undersigned, Sayed Ali, being the President and Secretary, Chairman of the Board of Directors and the holder of more than 51% of the voting capital stock of Creative Host Services, Inc., a California corporation (the "Corporation"), hereby certifies that:

1. He is the President and Secretary of the Corporation.
2. The Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

**I**

The name of this Corporation is CREATIVE HOST SERVICES, INC.

**II**

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III**

The Corporation is authorized to issue two classes of shares. One class shall be designated as common stock, no par value per share and one class shall be designated as preferred stock, no par value per share. The total number of common shares which this corporation is authorized to issue is 20,000,000. The total number of preferred shares which this Corporation is authorized to issue is 2,000,000. The holders of preferred stock shall have such rights, preferences and privileges as may be determined by the Corporation's Board of Directors prior to the issuance of such shares. The Corporation's Board of Directors may determine the number of shares and the designation of each series of preferred stock. The holders of each series of preferred stock shall have such rights, preferences and privileges as may be determined by the Corporation's Board of Directors prior to the issuance of each such series of preferred stock.

- 1 -

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#### **IV**

**The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.**

#### **V**

**The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the Corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.**

#### **VI**

**Rights, Preferences and Privileges of the 9% Convertible Redeemable Preferred Stock.**



**A. Designation**

The first series of Preferred Stock shall be designated and known as "9% Convertible Redeemable Preferred Stock" and the number of shares constituting 9% Convertible Redeemable Preferred Stock shall be up to 72,264, none of which are presently issued or outstanding.

**B. Dividends**

The holders of the 9% Convertible Redeemable Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, a cumulative noncompounded annual dividend equal to 9% of the original purchase price of each share, which is ten dollars (\$10.00), before any dividends are declared or paid on the Company's Common Stock.

**C. Voting Rights**

Except as otherwise prescribed by law, the holders of 9% Convertible Redeemable Preferred Stock shall vote equally with the shares of the Company's Common Stock as a single class on all matters on which holders of Common Stock are entitled to vote. Each holder of 9% Convertible Redeemable Preferred Stock shall be entitled to one vote per share of 9% Convertible Redeemable Preferred Stock.

**D. Mandatory Redemption**

Each holder of the 9% Convertible Redeemable Preferred Stock will have the right to cause the Company to redeem their shares on the following terms and conditions, subject to adjustment under Paragraph G herein, if appropriate:

The Company has the obligation to redeem the Preferred Stock upon written notice of the exercise of the redemption rights by the holders. In exercising their mandatory redemption rights, each holder will have the option to either (a) be paid cash equal to the original purchase price of the 9% Convertible Redeemable Preferred Stock plus a cumulative noncompounded dividend at the rate of 9% per annum, as well as be issued a number of shares of Common Stock equal to his pro rata share (based on his percentage ownership of all outstanding 9% Convertible Redeemable Preferred Stock) of 1.4% of the Company's issued and outstanding Common Stock, proportionately adjusted to the extent that less or more than \$500,000 of 9% Convertible Redeemable Preferred Stock is issued; or (b) be issued a number of shares of Common Stock of the Company, registered pursuant to a registration statement declared effective by the Securities and Exchange Commission under Section 5 of the Securities Act of 1933, as amended, if there has been a public offering of the Company's Common Stock, equal to the holder's pro rata share (based on the holder's percentage ownership of all outstanding 9% Convertible Redeemable Preferred Stock) of 8.34% of the issued and outstanding



Common Stock of the Company, proportionately adjusted to the extent less or more than \$500,000 of 9% Convertible Redeemable Preferred Stock is issued. The percentage of the shares of Common Stock issued for redemption of the Preferred Stock will also be adjusted proportionately higher if less than \$3,600,000 in capital is raised in the Company's public offering, and proportionately lower if more than \$3,600,000 is raised in the Company's public offering.

In order to exercise their mandatory redemption rights, the holders must notify the Company in writing stating that they have elected to exercise their right to have the shares redeemed. The written notice must be accompanied by the certificate evidencing the shares of 9% Convertible Redeemable Preferred Stock being redeemed. If less than all shares evidenced by such certificate are redeemed, a new certificate for such remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company. Holders of the 9% Convertible Redeemable Preferred Stock who exercise their redemption right must exercise it for all of the shares eligible for redemption, or none of them. The Company will pay the redemption price within 45 days after receipt of the written notice from the holder. To the extent that shares of 9% Convertible Redeemable Preferred Stock are converted into shares of Common Stock pursuant to Paragraph F herein or redeemed pursuant to Paragraph E herein, then the percentage of original outstanding shares of 9% Convertible Redeemable Preferred Stock subject to mandatory redemption pursuant to Paragraph D herein will be proportionately reduced.

#### **E. Optional Redemption**

The Company may redeem all or any portion of the 9% Convertible Redeemable Preferred Stock at any time, to the extent that the 9% Convertible Redeemable Preferred Stock has not otherwise been redeemed or converted. In exercising its optional redemption rights, the Company will pay cash equal to the original purchase price of the 9% Convertible Redeemable Preferred Stock plus a cumulative noncompounded dividend at the rate of 9% per annum, plus issue to the holders an aggregate number of shares of restricted Common Stock equal to 1.4% of the total issued and outstanding shares of Common Stock, proportionately adjusted to the extent less or more than \$500,000 of 9% Convertible Redeemable Preferred Stock is issued.

In order to exercise its right to require a redemption, the Company will give a written notice to the holders of the Preferred Stock of the Company's election to cause a redemption. The notice will designate the percentage of outstanding 9% Convertible Redeemable Preferred Stock to be redeemed and the date on which the redemption is to be effective. If less than all of the 9% Convertible Redeemable Preferred Stock evidenced by a certificate is redeemed, then upon the surrender of said certificate, a new certificate of 9% Convertible Redeemable Preferred Stock for the remaining shares of said Preferred Stock will be issued by the Company. The Company will pay the redemption price to the holder of the 9% Convertible Redeemable Preferred Stock of the Company within 45 days after written notice of the exercise of the Company's optional redemption right.



#### **F. Conversion**

Each holder of 9% Convertible Redeemable Preferred Stock may, at his sole option at any time after the 9% Convertible Redeemable Preferred Stock is issued, convert any or all of his shares of 9% Convertible Redeemable Preferred Stock into shares of Common Stock at a conversion rate of one share of Common Stock for each share of 9% Convertible Redeemable Preferred Stock converted. Undeclared cumulative dividends are not payable by the Company upon a voluntary conversion of the 9% Convertible Redeemable Preferred Stock by the holder of the shares. The Company shall not have the right to require a conversion of any of the shares of 9% Convertible Redeemable Preferred Stock.

In order to exercise the conversion privilege, a holder shall give written notice to the Company stating that such holder elects to convert one or more shares of 9% Redeemable Convertible Preferred Stock and the number of such shares to be converted. The notice must be accompanied by the certificate evidencing the shares of 9% Convertible Redeemable Preferred Stock being converted. If less than all shares evidenced by such certificate are converted, a new certificate for such remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company. Shares of 9% Convertible Redeemable Preferred Stock so converted will be deemed to have been converted immediately prior to the close of business on the date of receipt of such notice, even if the Company's stock transfer books are at that time closed, and such holder will be treated for all purposes as the record owner of the shares deliverable upon such conversion as of the close of business on such date. The Company will issue certificates for the Common Stock into which the 9% Convertible Redeemable Preferred Stock is converted or as soon as practicable after the effective date of the conversion. If less than all of the 9% Convertible Redeemable Preferred Stock evidenced by a certificate is converted, then upon the surrender of said certificate, a new certificate of said Preferred Stock for the remaining shares of 9% Convertible Redeemable Preferred Stock will be issued by the Company.

The issue of Common Stock certificates on conversion shall be made without charge to the holder for any tax in respect of the issue thereof, except taxes, if any, on the income of the holder. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in any name other than that of the holder.

#### **G. Adjustment of Shares and Price**

The number of shares of Common Stock into which the 9% Convertible Redeemable Preferred Stock is convertible pursuant to Paragraph F herein, the number of shares subject to redemption pursuant to Paragraphs D and E herein, and the redemption prices set forth in Paragraphs D and E herein, are subject to adjustment from time to time in the event (i) the Company subdivides or combines its outstanding Common Stock into a greater or smaller number of shares, including stock splits and stock dividends payable in stock, rights or convertible securities; or (ii) of a reorganization or reclassification of the Company's Common Stock, the consolidation or merger of the Company with or into another company, the sale,



conveyance or other transfer of substantially all of the Company's assets to another corporation or other similar event, whereby securities or other assets are issuable or distributable to the holders of the outstanding Common Stock of the Company upon the occurrence of any such event; or (iii) of the issuance by the Company to the holders of its Common Stock of securities convertible into, or exchangeable for, such shares of Common Stock.

#### **H. Liquidation Preference**

In the event of any liquidation, dissolution or winding up of the Company, the holders of 9% Convertible Redeemable Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its shareholders, a preference (the "Liquidation Preference"), whether from capital surplus or earnings, before any payment or declaration and setting apart for payment of any amount is made with respect to the Common Stock of the Company. The amount of the Liquidation Preference shall be Ten Dollars (\$10.00) per share plus all cumulative unpaid dividends, whether previously declared or not, up to and including the date that full payment is tendered to said holders of 9% Convertible Redeemable Preferred Stock with respect to such liquidation, dissolution or winding up, and no more. If the assets of the Company available for distribution to its shareholders are insufficient to pay the full Liquidation Preference to holders of the 9% Convertible Redeemable Preferred Stock, such holders of said Preferred Stock shall share ratably in any distribution of assets according to the respective amounts which would be payable with respect to the shares held by them upon distribution if all amounts payable with respect to said shares were paid in full.

#### **I. Notices**

Any notice required by the provisions hereof to be given to the holders of shares of 9% Convertible Redeemable Preferred Stock shall be deemed given when personally delivered to such holder or five business days after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.

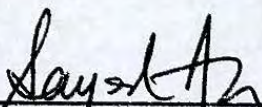
3. The foregoing Amendment and Restatement of the Articles of Incorporation has been duly approved by the Board of Directors.



4. The foregoing Amendment and Restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 1,272,264 shares. The number of shares voting in favor of the amendment and restatement equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: December 5, 1996

  
\_\_\_\_\_  
Sayed Ali, Chairman of the Board of  
Directors and President

  
\_\_\_\_\_  
Sayed Ali, Secretary



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A487545

**FILED**  
In the office of the Secretary of State  
of the State of California

FEB 3 1997

**CERTIFICATE OF DETERMINATION  
OF  
CREATIVE HOST SERVICES, INC.**

*Bill Jones*  
BILL JONES, Secretary of State

Sayed Ali and Tasneen Vakharia hereby certify as follows:

1. They are the President and the Secretary, respectively, of Creative Host Services, Inc., a California corporation (the "Company").
2. The number of authorized shares of Preferred Stock is 2,000,000, 72,264 of which have been issued as of December 31, 1996.
3. The number of authorized shares of 8% Convertible Preferred stock is 800,000, none of which has been issued.
4. The Board of Directors has duly adopted the following resolutions:

**WHEREAS**, the Articles of Incorporation authorize the Preferred Stock of the Company to be issued in series and authorize the Board of Directors to determine the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and fix the number of shares and the designation of any such series.

**WHEREAS**, the first series of Preferred Stock issued by the Company was the 9% Convertible Redeemable Preferred Stock (the "Series A Preferred Stock"), of which 72,264 shares are currently outstanding.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors does hereby provide for the issue of the second series of Preferred Stock of the Company and does hereby fix and determine the rights, preferences, restrictions and other matters relating to the second series of Preferred Stock as follows:

**1. Designation**

The second series of Preferred Stock shall be designated and known as "8% Convertible Preferred Stock" and the number of shares constituting 8% Convertible Preferred Stock shall be up to 800,000.

**2. Dividends**

The holders of the 8% Convertible Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, a cumulative noncompounded annual dividend equal to 8% of the original purchase price of the shares of the 8% Convertible Preferred Stock, which is \$3.00 per share, before any dividends are declared or paid on the Company's Common Stock. Dividends declared and paid on any of the Company's outstanding Preferred Stock as of the date of this Certificate must be paid on a pro rata basis among all of said



outstanding stock, unless the Series A Preferred Stock is redeemed in full, in which case dividends may be paid on the Series A Preferred Stock without declaring or paying any dividends on the 8% Convertible Preferred Stock.

### **3. Voting Rights**

Except as otherwise prescribed by law, the holders of 8% Convertible Preferred Stock shall vote equally with the shares of the Company's Common Stock and Series A Preferred Stock as a single class on all matters on which holders of Common Stock and Series A Preferred Stock are entitled to vote. Each holder of 8% Convertible Preferred Stock shall be entitled to one vote per share of 8% Convertible Preferred Stock.

### **4. Conversion**

Each holder of 8% Convertible Preferred Stock may, at his sole option at any time after one year after the 8% Convertible Preferred Stock is issued, convert any or all of his shares of 8% Convertible Preferred Stock into shares of Common Stock at a conversion rate of one share of Common Stock for each share of 8% Convertible Preferred Stock converted. On the effective date of a registration statement filed with the Securities and Exchange Commission permitting the sale to the public of the shares of Common Stock issuable upon the conversion of the 8% Convertible Preferred Stock, each share of 8% Convertible Preferred Stock will automatically convert into one share of Common Stock. Upon a conversion of said Preferred Stock into Common Stock by the Company or by a Preferred Stockholder, the Company will pay the cumulative unpaid dividend on said Preferred Stock by issuing additional shares of Common Stock utilizing a price per share equal to the lesser of \$3.00 per share or the initial public offering price of the Company's stock.

In order to exercise the conversion privilege, a holder shall give written notice to the Company stating that such holder elects to convert one or more shares of 8% Convertible Preferred Stock and the number of such shares to be converted. The notice must be accompanied by the certificate evidencing the shares of 8% Convertible Preferred Stock being converted. If less than all shares evidenced by such certificate are converted, a new certificate for such remaining shares of 8% Convertible Preferred Stock will be issued by the Company. Shares of 8% Convertible Preferred Stock so converted will be deemed to have been converted immediately prior to the close of business on the date of receipt of such notice, even if the Company's stock transfer books are at that time closed, and such holder will be treated for all purposes as the record owner of the shares deliverable upon such conversion as of the close of business on such date.

The Company will issue certificates for the Common Stock into which the 8% Convertible Preferred Stock is converted or as soon as practicable after the effective date of the conversion. If less than all of the 8% Convertible Preferred Stock evidenced by a certificate is converted, then upon the surrender of said certificate, a new certificate of said Preferred Stock for the remaining shares of 8% Convertible Preferred Stock will be issued by the Company. The issue of Common Stock certificates on conversion shall be made without charge to the holder for any tax in respect of the issue thereof, except taxes, if any, on the income of the holder. The Company shall not, however,



be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in any name other than that of the holder.

#### **5. Adjustment of Shares and Price**

The number of shares of Common Stock into which the 8% Convertible Preferred Stock is convertible pursuant to Paragraph 4 herein are subject to adjustment from time to time in the event (i) the Company subdivides or combines its outstanding Common Stock into a greater or smaller number of shares, including stock splits and stock dividends payable in stock, rights or convertible securities; or (ii) of a reorganization or reclassification of the Company's Common Stock, the consolidation or merger of the Company with or into another company, the sale, conveyance or other transfer of substantially all of the Company's assets to another corporation or other similar event, whereby securities or other assets are issuable or distributable to the holders of the outstanding stock of the Company upon the occurrence of any such event; or (iii) of the issuance by the Company to the holders of its Common Stock of securities convertible into, or exchangeable for, such shares of Common Stock.

#### **6. Liquidation Preference**

In the event of any liquidation, dissolution or winding up of the Company, the holders of 8% Convertible Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its shareholders, a preference (the "Liquidation Preference"), whether from capital surplus or earnings, before any payment or declaration and setting apart for payment of any amount is made with respect to the Common Stock, and on an equal priority, pro rata basis with the Series A Preferred Stock of the Company. The amount of the Liquidation Preference shall be Three Dollars (\$3.00) per Share plus all 8% per annum cumulative noncompounded unpaid dividends, whether previously declared or not, up to and including the date that full payment is tendered to said holders of 8% Convertible Preferred Stock with respect to such liquidation, dissolution or winding up, and no more. If the assets of the Company available for distribution to its shareholders are insufficient to pay the full Liquidation Preference to holders of the 8% Convertible Preferred Stock, the holders of the 8% Convertible Preferred Stock shall share ratably among themselves and with all of the holders of the Series A Preferred Stock in any distribution of assets according to the respective amounts which would be payable with respect to the shares held by the holders of the Series A Preferred Stock and the 8% Convertible Preferred Stock upon distribution if all amounts payable with respect to said shares were paid in full.

#### **7. Amendments**

This Certificate of Determination may be amended by the affirmative written consent of the holders of a majority of the outstanding amount of 8% Convertible Preferred Stock covered by this Certificate.



8. Notices

Any notice required by the provisions hereof to be given to the holders of shares of 8% Convertible Preferred Stock shall be deemed given when personally delivered to such holder or five business days after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company

  
\_\_\_\_\_  
Sayed Ali, President  
\_\_\_\_\_  
Tasneem Vakharia, Secretary

Sayed Ali and Tasneem Vakharia declare under penalty of perjury that they have read the foregoing certificate and know the contents thereof and that the same is true and correct and of their own knowledge.

Dated January 2, 1997

  
\_\_\_\_\_  
Sayed Ali, President  
\_\_\_\_\_  
Tasneem Vakharia, Secretary



**FILED** 2002  
In the office of the Secretary of State  
of the State of California  
APR 16 2004 *rlr*

1525926 8URV

## AGREEMENT OF MERGER

*Kevin Shelley*  
KEVIN SHELLEY, Secretary of State  
*Agreement of Merger*

THIS AGREEMENT OF MERGER, dated April 16, 2004 (this "Agreement of Merger"), is made and entered into by and among Creative Host Services, Inc., a California corporation ("Creative Host") and Yorkmont Five, Inc. ("Sub"), a California corporation and wholly owned subsidiary of Compass Group USA Investments, LLP ("Compass"). Creative Host and Sub are sometimes hereinafter referred to as the "Constituent Corporations."

## RECITALS

A. Creative Host, Compass, and Sub have entered into an Agreement and Plan of Merger dated February 18, 2004 (the "Merger Agreement") providing for, among other things, the execution and filing of this Agreement of Merger and the merger of Sub with and into Creative Host on the terms and subject to the conditions set forth in the Merger Agreement and this Agreement of Merger (the "Merger").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Sub be merged with and into Creative Host.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement of Merger, the Constituent Corporations hereby agree that Sub shall be merged with and into Creative Host in accordance with the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

## ARTICLE 1

## THE MERGER

1.1. **EFFECTIVENESS.** The Merger shall become effective immediately upon the filing of this Agreement of Merger with the Secretary of State of the State of California (the "Effective Time") in accordance with Section 1103 of the California General Corporation Law (the "CGCL").

1.2. **MERGER.** At the Effective Time, (i) Sub shall be merged with and into Creative Host, (ii) the separate existence of Sub shall thereupon cease and (iii) Creative Host shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its corporate existence, with all of its purposes, objects, rights, privileges, powers, immunities and franchises under the laws of the State of California unaffected and unimpaired by the Merger.

1.3. **THE SURVIVING CORPORATION.** The Surviving Corporation shall succeed to all of the rights, privileges, immunities, and franchises of Sub, all of the properties and assets of Sub, and all of the debts, choses in action, and other interests due or belonging to Sub and shall be subject to, and responsible for, all of the debts, liabilities, and obligations of Sub with the effect set forth in the CGCL.

A0610431



1.4. **FURTHER ACTION.** If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement of Merger or to vest the Surviving Corporation with the full right, title and possession to all assets, property, rights, privileges, powers, immunities, and franchises of Sub, the officers and directors of the Surviving Corporation are fully authorized in the name of either or both of the Constituent Corporations or otherwise to take all such action.

## ARTICLE 2

### CORPORATE GOVERNANCE MATTERS

2.1 **ARTICLES OF INCORPORATION.** The Articles of Incorporation of Creative Host, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

2.2 **DIRECTORS.** The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation until their respective successors shall be duly elected and qualified.

2.3 **OFFICERS.** From and after the Effective Time, the officers of Sub shall be the officers of the Surviving Corporation and shall hold their respective offices in accordance with and subject to the provisions of the Bylaws of the Surviving Corporation.

## ARTICLE 3

### MANNER OF CONVERTING SHARES OF CREATIVE HOST

3.1 **CONVERSION OF CREATIVE HOST COMMON STOCK.** At the Effective Time, each share of common stock of Creative Host (each, a "*Common Share*") issued and outstanding immediately prior to the Effective Time (except for shares referred to in Section 3.3(a) hereof and except for Dissenting Shares, as defined in Section 3.6 hereof) shall cease to be an existing and issued share and shall be converted into the right to receive as soon as practicable after the Effective Time, an amount in cash equal to \$3.40.

3.2 **TERMINATION AND CONVERSION OF CREATIVE HOST'S OPTIONS AND WARRANTS.**

(a) Immediately prior to the Effective Time, each outstanding option to purchase Common Shares issued under Creative Host's 1997 stock option plan or 2001 stock option plan ("*Company Options*"), regardless of whether such Company Option is then "vested" and exercisable, shall terminate. Each holder of a Company Option that will terminate as of the Effective Time shall be entitled to receive, in cancellation and full settlement of such Company Option, an amount in cash equal to (i)(A) \$3.40 minus (B) the per share exercise price of such Company Option, multiplied by (ii) the number of Common Shares into which such Company Option is exercisable.



(b) At the Effective Time, each outstanding warrant to purchase Common Shares (each a "Company Warrant"), whether or not then exercisable, shall be converted into and solely represent the to receive in full satisfaction of such Company Warrant an amount of cash equal to (i)(A) \$3.40 minus (B) the per share exercise price of such Company Warrant, multiplied by (ii) the number of Common Shares into which such Company Warrant is exercisable as of immediately prior to the Effective Time.

### 3.3 CONVERSION OF OTHER SECURITIES OF CREATIVE HOST.

(a) Each share of Creative Host Common Stock issued and outstanding immediately prior to the Effective Time that is held in the treasury of Creative Host or is then owned beneficially or of record by Compass, Sub or any direct or indirect wholly owned subsidiary of Compass or Creative Host shall be cancelled in accordance with applicable laws without payment of any consideration therefor and without any conversion thereof.

(b) Each share of any other class of capital stock of Creative Host (other than Creative Host Common Stock), and any debt or other securities in each case convertible into or exercisable for the purchase of capital stock of Creative Host issued and outstanding immediately prior to the Effective Time shall, except as provided in Section 3.2 hereof, be cancelled without payment of any consideration therefor and without any conversion thereof.

3.4 CLOSING OF CREATIVE HOST'S TRANSFER BOOKS. At and after the Effective Time, holders of certificates representing shares of Creative Host Common Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as shareholders of Creative Host, and the stock transfer books of Creative Host shall be closed with respect to shares of Creative Host Common Stock issued and outstanding immediately prior to the Effective Time and no further transfer of such shares shall thereafter be made on such stock transfer books. If, after the Effective Time, valid certificates previously representing such shares are presented to the Surviving Corporation, they shall be exchanged as provided in Section 3.1.

3.5 EXCHANGE OF CERTIFICATES. As soon as practicable after the Effective Time, the Surviving Corporation shall send to the holders of certificates of Creative Host Common Stock (the "Creative Host Stock Certificates") (other than Dissenting Shares) who have not previously surrendered such certificates on or prior to the Effective Date (a) a letter of transmittal in customary form and containing such provisions as the Surviving Corporation may reasonably specify and (b) instructions for use in effecting the surrender of Creative Host Stock Certificates in exchange for the consideration into which the number of shares of Creative Host Capital Stock previously represented by such Creative Host Stock Certificates shall have been converted pursuant to Section 3.1. Each Creative Host Stock Certificate so surrendered shall be cancelled. Until surrendered as contemplated by this Section 3.5, each Creative Host Stock Certificate shall be deemed, from and after the Effective Time, to represent the right to receive upon such surrender an amount of cash as provided in Section 3.1.

3.6 DISSENTING SHARES. Notwithstanding anything in this Agreement of Merger to the contrary, shares of Creative Host Common Stock that are issued and outstanding immediately prior to the Effective Time and that are held by shareholders who have not voted



such shares in favor of the Merger and who have delivered a written demand for purchase of such shares in the manner provided in Chapter 13 of the CGCL (the "*Dissenting Shares*") shall not be cancelled and converted into the right to receive cash in accordance with Section 3.1 unless and until such holders shall have failed to perfect, or shall have effectively withdrawn or lost, their rights to payment under the CGCL. If, after the Effective Time, any such holder shall have so failed to perfect, or shall have effectively withdrawn or lost, such right, such holder's shares of Creative Host Common Stock shall thereupon be deemed to have been cancelled and converted as described in Section 3.1 at the Effective Time, and each such share shall represent solely the right to receive cash in accordance with Section 3.1.

#### ARTICLE 4

##### CONVERSION OF YORKMONT FIVE, INC. COMMON STOCK

4.1 Each issued and outstanding share of common stock of Sub immediately prior to the Effective Time shall be converted into one share of the common stock of the Surviving Corporation.

#### ARTICLE 5

##### TERMINATION AND AMENDMENT

5.1 **TERMINATION; CONSTRUCTION.** Prior to the Effective Time, this Agreement of Merger shall terminate in the event that the Merger Agreement shall be terminated as therein provided. The Merger Agreement and this Agreement of Merger are intended to be construed together; *provided, however*, that in the event of any conflict, the Merger Agreement shall prevail.

5.2 **COUNTERPARTS.** In order to facilitate the filing and recording of this Agreement of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

5.3 **AMENDMENT.** This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties.

[Signature pages follow.]



04/16/2004 11:04 FAX 704 334 8467

HELMS MULLISS WICKER

2006

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

CREATIVE HOST SERVICES, INC.,  
a California corporation

By: \_\_\_\_\_

Sayed Ali

President and Chief Executive Officer

By: \_\_\_\_\_

Tejendra Vakharia

Secretary

C652646




04/18/2004 11:04 FAX 704 334 8467

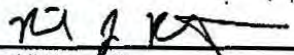
HELMS MULLISS WICKER

2007

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of  
the date first written above.

YORKMONT FIVE, INC.,  
a California corporation

By:   
C. Palmer Brown, Jr.  
Vice President

By:   
Richard J. Rossitch  
Assistant Secretary

C652646



CREATIVE HOST SERVICES, INC.  
CERTIFICATE OF APPROVAL

We the undersigned, do certify that:

1. We are the duly elected and qualified President and Secretary, respectively, of Creative Host Services, Inc., a California corporation (the "*Creative Host*").

2. The Agreement of Merger to which this Certificate is attached (the "*Agreement of Merger*") has been duly approved by the Board of Directors and the shareholders of Creative Host.

3. Creative Host has two authorized classes of shares of capital stock, designated as Common Stock and Preferred Stock (collectively, the "*Creative Host Capital Stock*"). The total number of issued and outstanding shares of each class of Creative Host Capital Stock entitled to vote on the Agreement of Merger and the merger contemplated thereby (the "*Merger*") was as follows:

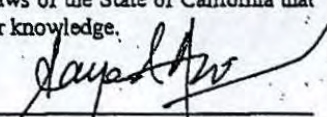
<u>Class of Creative Host Capital Stock</u>	<u>Shares Outstanding</u>
Common Stock	8,830,140
Preferred Stock	0


4. The Agreement of Merger and the Merger required the approval of the holders of more than 50% of the Common Stock of Creative Host.

5. The principal terms of the Agreement of Merger, in the form attached, and the Merger were approved by a vote of the number of shares of each class or series of Creative Host Capital Stock that equaled or exceeded the vote required for each class or series of Creative Host Capital Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our knowledge.

Date: April 16, 2004

  
Sayed Ali, President and Chief  
Executive Officer

  
Tasneem Vakharia, Secretary



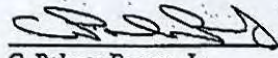
YORKMONT FIVE, INC.  
CERTIFICATE OF APPROVAL

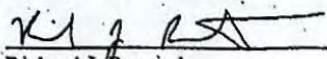
I, the undersigned, do certify that:

1. I am the duly elected and qualified Vice President and Assistant Secretary, respectively, of Yorkmont Five, Inc., a California corporation ("Sub").
2. The Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") has been duly approved by the Board of Directors and shareholders of Sub.
3. Sub has one class of shares of capital stock authorized, designated as Common Stock (the "Common Stock"). The total number of issued and outstanding shares of Common Stock of Sub entitled to vote on the Agreement of Merger and the merger contemplated thereby (the "Merger") was 100 shares.
4. The Agreement of Merger and the Merger required the approval of the holders of more than 50% of the issued and outstanding Common Stock.
5. The principal terms of the Agreement of Merger, in the form attached, and the Merger were approved by a vote of the number of shares of Common Stock that equaled or exceeded the vote required for the Common Stock.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of my knowledge.

Date: April 16, 2004

  
C. Palmer Brown, Jr.  
Vice President

  
Richard J. Rossitch  
Assistant Secretary



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1525926

**FILED** *mk*  
In the office of the Secretary of State  
of the State of California

FEB - 3 2006

**RESTATED ARTICLES OF INCORPORATION  
OF CREATIVE HOST SERVICES, INC.**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Creative Host Services, Inc., a California corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I. The name of the corporation is Creative Host Services, Inc.

II. The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III. This corporation is authorized to issue only one class of shares of stock; and the total number of shares that this corporation is authorized to issue is 100.

IV. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California General Corporation Law) for breach of duty to the Corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California General Corporation Law, subject to the limits on such excess indemnification set forth in Section 204 of the California General Corporation Law.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The corporation currently has two classes of capital stock. The total number of outstanding shares for each class is detailed below:

<u>Class of Creative Host Capital Stock</u>	<u>Shares Outstanding</u>
Common Stock	100
Preferred Stock	0

The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%. The voting breakdown is as follows

Class of Creative Host Capital Stock	Shares Authorized to Vote	Shares Voting Yes	Shares Voting No
Common	100	100	0



We further declare under penalty or perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 1/30/06

Sayed Ali 01/30/06  
Sayed Ali, President

Michael G Knight 1/30/06  
Michael Knight, Secretary

C764890.1



NCTD:

A0671721

**FILED** DR  
In the office of the Secretary of State  
of the State of California

JAN 16 2008

1525926  
**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
CREATIVE HOST SERVICES, INC.**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Creative Host Services, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

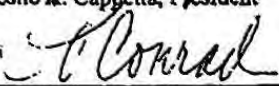
"The name of this corporation is SSP America, Inc."

3. The foregoing Amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing Amendment has been duly approved by the required vote of Shareholders in accordance with Section 902 of the Corporations Code. The Corporation has only one class of shares and the number of outstanding shares is 100. The number of shares voting in favor of the Amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California, that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: January 15, 2008

  
Leslie K. Cappetta, President

  
Patrick Conrad, Secretary





I hereby certify that the foregoing transcript of 34 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 01 2017

Date:

*Alex Padilla*

ALEX PADILLA, Secretary of State



# State of California

## Secretary of State

### CERTIFICATE OF STATUS

ENTITY NAME:

SSP AMERICA, INC.

FILE NUMBER: C1525926  
FORMATION DATE: 03/19/1986  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The entity is authorized to exercise all of its powers, rights and  
privileges in California.

This certificate relates to the status of the entity on the Secretary  
of State's records and does not reflect documents that are pending  
review or other events that may affect status.

No information is available from this office regarding the financial  
condition, status of licenses, if any, business activities or  
practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of October 15, 2020.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State



# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "SSP AMERICA FAT, LLC",  
FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D.  
2022, AT 3:38 O`CLOCK P.M.*



7209371 8100  
SR# 20224392045

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 205212440  
Date: 12-29-22



STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:38 PM 12/28/2022  
FILED 03:38 PM 12/28/2022  
SR 20224392045 - File Number 7209371

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is \_\_\_\_\_  
SSP America FAT, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company

By: Jag Singh  
Authorized Person

Name: Jag Singh  
Print or Type



# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "SSP AMERICA FAT, LLC",  
FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D.  
2022, AT 3:38 O`CLOCK P.M.*



7209371 8100  
SR# 20224392045

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 205212440  
Date: 12-29-22



STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:38 PM 12/28/2022  
FILED 03:38 PM 12/28/2022  
SR 20224392045 - File Number 7209371

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is SSP America FAT, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street),  
in the City of Wilmington, Zip Code 19801. The  
name of the Registered Agent at such address upon whom process against this limited  
liability company may be served is The Corporation Trust Company.

By: Jag Singh  
Authorized Person

Name: Jag Singh  
Print or Type





# California Secretary of State

Business Programs Division  
1500 11th Street, Sacramento, CA 95814

SSP America FAT, LLC  
20408 BASHAN DRIVE  
SUITE 300  
ASHBURN, VA 20147

## Initial Business Filing Approved

January 4, 2023

**Entity Name:** SSP America FAT, LLC  
**Entity Type:** Limited Liability Company - Out of State  
**Entity No.:** 202354111716  
**Document Type:** Initial Filing  
**Document No.:** 202354111716  
**File Date:** 01/04/2023

Congratulations! The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov) and enter the entity name or entity number in the Search module.

### ***What's Next?***

Be sure to review the Welcome Letter for key information and contacts you may need.

Corporations and limited liability companies must file a Statement of Information **within 90 days** of the initial filing and annually or every other year, thereafter. For additional resources, view Starting A Business Checklist for key steps you may need to take when launching a business in California.

For further assistance, contact us at (916) 657-5448 or visit [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov).



Thank you for using [bizfile California](https://bizfileOnline.sos.ca.gov), the California Secretary of State's business portal for online filings, searches, business records, and additional resources.





## Secretary of State

### Certificate of Qualification / Registration

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

**Entity Name:** SSP America FAT, LLC  
**Entity No.:** 202354111716  
**Registration Date:** 01/04/2023  
**Filing Type:** Limited Liability Company - Out of State  
**Formed In:** DELAWARE

The above referenced entity complied with the requirements of California law in effect on the Registration Date for the purpose of qualifying to transact intrastate business in the State of California, and that as of the Registration Date, said entity became and now is duly registered, qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State and that the entity shall transact all intrastate business within California under the Entity Name as set forth above.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of January 04, 2023.

**SHIRLEY N. WEBER, PH.D.**  
Secretary of State

**Certificate No.:** 070653423

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov).





# California Secretary of State

## Business Programs Division

1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies  
**Entity Name:** SSP America FAT, LLC  
**Formed In:** DELAWARE  
**Entity No.:** 202354111716  
**Entity Type:** Limited Liability Company - Out of State

**Issuance Date:** 01/04/2023  
**Copies Requested:** 1  
**Receipt No.:** 003231493  
**Certificate No.:** 070653322

### Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B1371-0562	01/04/2023	Initial Filing	3

\*\* \*\*\*\* \*\*\*\*\* \*\*\*\*\* End of list \*\*\*\*\* \*\*\*\*\* \*\*\*\* \*\*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California on January 04, 2023.

**SHIRLEY N. WEBER, PH.D.**  
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov).





**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**REGISTRATION**  
**OUT-OF-STATE LIMITED LIABILITY COMPANY**  
California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202354111716

Date Filed: 1/4/2023

Limited Liability Company Name	
Limited Liability Company Name	SSP America FAT, LLC
Jurisdiction	
Limited Liability Company is Formed in	DELAWARE
Date LLC Was Formed in Home Jurisdiction	12/28/2022
Authority Statement	
This LLC currently has powers and privileges to conduct business in the state, foreign country or other jurisdiction entered above.	
Street Address of Principal Office of LLC	
Principal Address	20408 BASHAN DRIVE SUITE 300 ASHBURN, VA 20147
Mailing Address of LLC	
Mailing Address	20408 BASHAN DRIVE SUITE 300 ASHBURN, VA 20147
Attention	
Street Address of California Office of LLC	
Street Address of California Office	None
Agent for Service of Process	
<input checked="" type="checkbox"/> I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.	
California Registered Corporate Agent (1505)	C T CORPORATION SYSTEM Registered Corporate 1505 Agent
Consent to Service of Process	
The Secretary of State is appointed as the agent of the foreign (out-of-state) limited liability company for service of process if the agent has resigned and has not been replaced or if the agent cannot be found or served with the exercise of reasonable diligence.	
Consent to service of process extends to service of process directed to the foreign (out-of-state) limited liability company's agent in this state for a search warrant issued pursuant to California Penal Code section 1524.2, or for any other validly issued and properly served search warrant, for records or documents that are in the possession of the foreign (out-of-state) limited liability company and are located inside or outside of this state. This shall apply to a foreign (out-of-state) limited liability company that is a party or a nonparty to the matter for which the search warrant is sought. For purposes of this consent "properly served" means delivered by hand, or in a manner reasonably allowing for proof of delivery if delivered by United States mail, overnight delivery service, facsimile, or any other means specified by the foreign (out-of-state) limited liability company, including email or submission via an Internet Web portal, the foreign (out-of-state) limited liability company has designated for the purpose of service of process.	

Certificate Verification No.: 070653322 Date: 01/04/2023

B1371-0562 01/04/2023 9:25 AM Received by California Secretary of State



Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the out-of-state LLC.

*Erica Wrenn*

Signature

*01/04/2023*

Date



# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "SSP AMERICA FAT, LLC" IS DULY FORMED  
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND  
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS  
OF THE THIRD DAY OF JANUARY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN  
ASSESSED TO DATE.

Certificate Verification No.: 070653322 Date: 01/04/2023

B1371-0564 01/04/2023 9:25 AM Received by California Secretary of State



7209371 8300

SR# 20230017080

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202411088

Date: 01-03-23

Page 3 of 3





# California Secretary of State

Business Programs Division  
1500 11th Street, Sacramento, CA 95814

## Thank You for Doing Business in California

Congratulations on your new business registration with the California Secretary of State (SOS).

### What's next?

- Resources for Businesses Just Starting** – The Secretary of State provides additional business resources at [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) to help guide you through the process of starting your business, including:
  - Starting A Business Guide & Checklist – [www.sos.ca.gov/business-programs/business-entities/starting-business-checklist/](http://www.sos.ca.gov/business-programs/business-entities/starting-business-checklist/) for key steps you may need to take when launching a business in California.
  - SOS Business Resources – [www.sos.ca.gov/business/be/resources](http://www.sos.ca.gov/business/be/resources) for a list of agencies you may need to contact to ensure proper compliance with California state law.
- Corporations and Limited Liability Companies Can File SOS Statement of Information Online** – For faster service, file your initial Statement of Information and any future Statements of Information anytime online by logging into your **bizfile** Online account at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov). To file, select the Statement of Information document, complete and submit online. Statements by Common Interest Development Association also can be filed online with your Statement of Information.

You are required to file a Statement of Information **within the first 90 days** of registering your business with the SOS and you are statutorily required to maintain your business by filing a Statement of Information, either every year for stock corporations or every other year for nonprofit corporations and LLCs, before the end of the calendar month of the original registration date. Please see the table below for your specific entity type. NOTE: You may be assessed a \$250 penalty for not filing your Statement of Information.

Entity Type (Jurisdiction)	Initial Due Date	Frequency of Filing
All Stock Corporations (California)	Within 90 Days	Annually
Out-of-State Corporations	Within 90 Days	Annually
Credit Unions	Within 90 Days	Annually
Agricultural Cooperatives (California)	Within 90 Days	Annually
Cannabis Cooperative Associations	Within 90 Days	Annually
General Cooperatives	Within 90 Days	Every other year
Nonprofit Corporations (California)	Within 90 Days	Every other year
Nonprofit Corporations - Common Interest Development*	Within 90 Days	Every other year
Limited Liability Companies	Within 90 Days	Every other year
All Other Business Entity Types	Statement of Information Not Required	

\* Corporations formed as a Common Interest Development must file a Statement by Common Interest



Development with their Statement of Information.

3. **Franchise Tax Board (FTB) Tax Filing** – Once your entity is registered with the SOS, you are required to file a tax return with FTB for each taxable year, even if you are not conducting business or have no income. Contact FTB at [www.ftb.ca.gov](http://www.ftb.ca.gov) or (800) 852-5711 for forms and requirements concerning franchise taxes or income taxes.

Be aware, if you fail to file a return by the original or extended due date, or fail to pay taxes when due, a penalty may be imposed by FTB. Please visit [www.ftb.ca.gov/businesses/Penalty-Information.shtml](http://www.ftb.ca.gov/businesses/Penalty-Information.shtml) for tax penalty related information.

4. **Business Names and Trademarks**

Registration of a business with the Secretary of State does not in itself establish a trademark for the business name. There is a separate legal process to establish a trademark or service mark. Additionally, registration of a business with the Secretary of State does not authorize the use of a business name in violation of another person's or entity's rights to the name, such as infringement of a trademarked word or phrase.

The Secretary of State's office maintains registration and all updates of California state trademarks and service marks. Information is accessible via our California Trademark Search at [tmbizfile.sos.ca.gov/search](http://tmbizfile.sos.ca.gov/search), which also provides free PDF copies of imaged Trademark documents.

For more information on the registration of business names and registering a trademark, visit:

- General provisions governing trademarks and service marks are found in the Model State Trademark Law – *California Business and Professions Code sections 14200 et seq*
- Federal Trademark Act – *United States Code, Title 15, Chapter 22, section 1051 et seq.*
- California Fictitious Business Name Law – *Business and Professions Code section 17900 et seq.*
- Common law rights, including rights to a trade name.

If you have any questions regarding such rights, please consult a private attorney.

5. **Nonprofit Corporations**

Nonprofit corporations in California are **not automatically exempt** from paying California franchise taxes or income taxes each year. For information about tax requirements and/or applying for tax exempt status, please contact the appropriate taxing agency listed below. If you are a domestic nonprofit public benefit corporation, you likely have filing requirements with the California Office of the Attorney General. [https://oag.ca.gov/sites/all/files/agweb/pdfs/charities/publications/guide\\_for\\_charities.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/charities/publications/guide_for_charities.pdf)

**Other Business Information and Resources**

All business entities are subject to state and federal tax laws. You may wish to contact the following agencies to assist you with tax or other business-related issues:

- Internal Revenue Service – [www.irs.gov](http://www.irs.gov) or call (800) 829-4933 for forms and issues concerning Federal tax, employer identification numbers, subchapter S elections.
- California Department of Tax and Fee Administration – [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov) or call (800) 400-7115 for forms and issues concerning sales taxes, use taxes or other special taxes and fees administered by the California Department of Tax and Fee Administration.
- Employment Development Department – [www.edd.ca.gov](http://www.edd.ca.gov) or call (888) 745-3886 for forms and issues concerning employment and payroll taxes.
- California State Board of Equalization – [www.boe.ca.gov](http://www.boe.ca.gov) or call (916) 274-3350 for forms and issues



concerning property taxes, alcoholic beverage taxes, and taxes on insurers.

- State Compensation Insurance Fund – [www.statefundca.com](http://www.statefundca.com) or call (888) 782-8333 for information or to get a quote for workers' compensation insurance.
- Department of Industrial Relations, Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA - [www.dir.ca.gov](http://www.dir.ca.gov) or call (800) 963-9424 for guidance on workplace safety and health regulations in California.
- CalGold – [www.calgold.ca.gov](http://www.calgold.ca.gov) for appropriate permit, licensing, and contact information for the various agencies that administer and issue these permits.
- CA Governor's Office of Business and Economic Development (Go-Biz) – [www.business.ca.gov](http://www.business.ca.gov) for a range of business services including, site selection and permit assistance.
- The California Business Incentives Gateway (CBIG) – [cbig.ca.gov](http://cbig.ca.gov) is a web portal that connects business owners and entrepreneurs with financial incentives.



- Evidence of current home state and California ACDBE certification, Application for California ACDBE certification or Letter of Intent to Apply for California ACDBE certification

## PASSION FOR DIVERSITY

AT SSP AMERICA, WE ARE STRONGEST AS A COMPANY WHEN WE FULLY LEVERAGE COLLABORATION AND INCLUSIVE PRACTICES. Collaboration at every level, particularly through ACDBE partnerships, also brings opportunity for innovation. The more voices at the table, the better our business operates.

SSP America works with more than 75 partners today. Not only are our partners an integral part of every airport business environment where we operate, but they are a competitive advantage. Our team members build strong relationships with ACDBE partners and local providers of goods and services throughout our operations across North America and beyond. We believe in including our partners in every part of our business, allowing us to benefit from their expertise and local knowledge. They, in turn, gain greater exposure to the airport environment.





# EMBRACING THE FAA TENETS

SSP America embraces the tenets of the FAA Airport Concession Disadvantaged Business Enterprise Program (ACDBE). Throughout its U.S. airport operations, SSP America regularly meets or exceeds ACDBE requirements while building lasting relationships with some of the best restaurant operators in the country.

We meet quarterly with both our ACDBE partners and our airport clients to ensure our team is meeting contractual obligations and building strong, long-term relationships.

SSP America has woven inclusion and opportunity into its corporate culture. Our goals mirror those of the U.S. Department of Transportation through our focus on:

1. REMOVING BARRIERS FOR ACDBE PARTICIPATION BY CASTING A WIDE NET
2. APPLYING INCLUSIVE PRACTICES
3. PROVIDING FLEXIBLE OPTIONS FOR ACDBE PARTICIPATION

For this opportunity, SSP will partner with California-based ACDBE certified TNT Concessions, LLC in the following level of participation:

## SSP AMERICA FAT, LLC

- SSP AMERICA, INC. – 70%
- TNT CONCESSIONS, LLC – 30% ACDBE CERTIFIED







## TNT CONCESSIONS, LLC

### NIKKI SHAW

Bringing her passion for food and appetite for adventure, celebrity Chef Nikki Shaw is committed to spreading awareness of and preventing heart disease, diabetes and high blood pressure. Chef Nikki is a trained media spokesperson specializing in recipe development and product endorsement for major corporations. She has been a featured chef for the American Diabetes Association, American Heart Association and Kaiser Permanente. She conducts healthy cooking demonstrations and educates communities about the importance of making smart food choices and staying physically active, on TV and in-person.

Chef Nikki is a featured Media Chef for the Oakland A's, promoting the teams Community Wellness Campaign. She is also on NBA.com for the NBA Cares campaign. She is a featured Chef/Instructor for the Golden State Warriors community outreach programs, offering information and recipes to help prevent childhood obesity. She is the Chair of the Oakland Teen Empowerment Program, which teaches inner-city girls valuable life skills. In addition to that, she is a minority partner for the restaurants and concessions at Oakland International Airport.

Chef Nikki has appeared on Food Network as a finalist on The Next Food Network Star and she was also a featured chef on the hit VH1 show Basketball Wives.

Chef Nikki graduated with honors from Howard University in Washington D.C. with a Bachelor's degree in Journalism. She graduated as a Chef from the Southeastern Culinary Academy and completed her internship at Disney World in Orlando, Florida. She and her husband, former NBA player and Assistant Coach, reside in California with their children.



## TERRI FRIERSON

Terri Frierson has spent 25+ years in corporate administration, project management and process & logistics improvement with a strong emphasis in commercial real estate and corporate facilities. Terri formed TNT Concessions with her business partner, Chef Nikki Shaw, several years ago. Together they are joint venture partners with SSP America at the Oakland International Airport. TNT brings a strong operational understanding to the business along with a passion for people.

Terri's background allows her to bring a unique perspective to the partnership with SSP America. Previously, she spent 18 years with an international company based in Englewood CO, where she was responsible for the corporate real estate and facilities department encompassing a one million square foot real estate portfolio. While in this role, she led the negotiations of hundreds of domestic and international lease agreements and vendor contracts with a primary focus on risk mitigation and financial impact.

On the following pages please find a Draft Joint Venture Agreement and copies of ACDBE CA Certificates for each partner.



SSP America  
ACDBE COMPLIANCE PLAN

City of Fresno Airports Department  
Food and Beverage Concessions & Convenience Concessions at Fresno  
Yosemite International Airport Terminal  
Proposal Number 12300507

January 2023



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- A. Commitment to Business Diversity Program Goal(s)
- B. Key Personnel – Duties and Responsibilities
- C. Outreach Efforts
- D. Concessions Package Structuring and Procurement
- E. Supportive and Capacity Building Services
- F. Compliance Tracking and Reporting
- G. Methodology for Dispute Resolution
- H. Compliance Monitoring and Enforcement
- I. Compliance Plan Attachments



#### **A. Commitment to the Business Diversity Program Goal(s)**

SSP America FAT LLC, a proposer for Food and Beverage and News and Convenience Concessions at Fresno Yosemite International Airport Terminal for City of Fresno Airports Department, has prepared and is submitting this preliminary Compliance Plan in support of the FAT concessions opportunity. SSP America is proposing a 30% ACDBE participation. The participation level is to be measured as a percentage of the total gross receipts, and ACDBE expenditures inclusive of any contract amendments and/or modifications. We understand that the ACDBE participation percentage commitments made by our company at the time of the Contract award is deemed to be contractual. The DBE Commitment Form 10 is included in our bid/proposal indicating our commitment to the applicable Contract Specific Goal and Participation Level(s).

#### **B. Key Personnel - Duties and Responsibilities**

SSP America strongly believes that consistency and continuity are fundamental to a robust program that supports our ACDBE and local business partners. We plan to achieve this through the engagement of Heather Barry, Vice President of Strategic Partnership at SSP America. Barry will be responsible for overseeing the implementation of all aspects associated with SSP's contract's Business Diversity and ACDBE compliance and program contractual commitments and obligations to ensure we meet and exceed all expectations associated with the success of our ACDBE and local business partners. SSP will work to implement innovative programs and approaches for all opportunities associated with certified and minority firms, ensuring success through supporting all tenants of the business diversity program and growing business through capacity building, mentoring, financial assistance, and business support. Lastly including the oversight and execution of the following activities that will assist in the success for our ACDBE partners and the joint venture.

- Outreach events with local, minority and certified firms that include, advertising and notice to all local and state firms on certified directories. We have conducted outreach in advance of the RFP submittal and plan to conduct additional outreach events upon award to engage suppliers, sub-contractors, and DBE firms to assist in the trades including construction and design services.
- Our on-going work to ensure the following elements are taken into consideration when selecting partners including price, capabilities, contract goals, understanding that the certified firms are required for the success of the business. We are committed to dedicating resources to this end.
- Compliance efforts will be maintained and include meeting both federal, state and local program requirements including 49 CFR 26 and 49 CFR 23, subsequent guidance and FAT and Federal Aviation Administration (FAA) approved Policy and Administrative Procedures and contract provisions relative to the Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) programs. Additionally, we will maintain records for our certified firms specific to utilization, supplier selection and award, and all executed contracts.



- We will work with FAT to approve our joint venture document and maintain records for both ACDBE members and non- ACDBE members to notify of any amendments, change orders, scope of work changes and supplier awards contracts and agreements. Additionally, we will work with FAT to comply with all required reviews and audits of our program.
- Regular reporting will take place with FAT specifically with quarterly meeting notes, contract specific reports per FAT requirements.
- Additionally, we plan to meet with the FAT team, at a minimum of annually, to review our program and progress to ensure we are compliant and supporting our partner's success, upholding the spirit of the program and airport vision for inclusion while supporting vision of the contract goals.
- Should for any reason the joint venture not meet the ACDBE goals, or participation levels, we will immediately notify FAT for scope changes. We understand, and are aware, of the commitment and obligations to meet the contractual agreements.



### **C. Outreach Efforts**

Our team has conducted an outreach in advance of the RFP submittal focused on attracting local, minority-owned, women-owned and certified firms. We have conducted business matchmaking, events, advertising and notice to all local and state firms on certified directories. Upon selection we plan to conduct additional outreach events to engage suppliers, sub-contractors and DBE firms to assist in the trades including construction and design services. We will continue to use the ADOT certified firms, community organization, chambers, contractor groups including local, state and business assistance offices and other organizations that assist with the identification of certified companies. We will continue collecting proposals from interested parties and conducting meetings with interested firms. We have attached copies of our outreach documents as reference.

### **D. Concessions Package Structuring and Procurement**

The joint venture will structure our procurement process based on the below set of FAA approved guidelines; so ACDBE participation is met and maximized in the airport contract goals and in addition to the efforts, below are examples of activities we will implement upon award for this procurement.

- (1) Locate and identify ACDBE and other small businesses interested in participating in our procurement process.
- (2) Notify all ACDBE and DBEs of concession opportunities and encouraging them to compete.
- (3) Provide technical assistance to ACDBE and DBEs to assist in obtaining bonding or financing.
- (4) Inform potential certified firms in pre-solicitation meetings about our program.
- (5) Promote and implement existing SSP technical assistance programs and Mentor-Protégé Program at FAT.



#### **E. Supportive and Capacity Building Services**

We are committed to assisting ACDBE businesses in building their business framework through the following: assisting and supporting our partners to be operationally ready for success. Success may require additional attention in the following areas, access to capital, insurance/bonding, equipment, supplies, materials, certification assistance, procurement sourcing and additional incubator services specific to the partner needs and in the spirit of supporting and growing small business. Additionally, we have a relationship with Lendistry to assist our certified firms with financing.

#### **F. Compliance Tracking and Reporting**

We agree to adhere to the requirements associated with the use of the FAT compliance and reporting system, report and monitor all ACDBE participation efforts, post-award compliance activities and all utilization activities. In addition, our internal audit processes keep us on-track meeting our requirements and goals set forth with this contract. We will, when necessary, create specific reports, communications, document quarterly meetings, document all voting by members and track all awards given to ACDBE and certified firms. We will also complete the formal FAA annual report for the annual grant recipient requirements associated with the ACDBE program.

As such, the respective joint venture agreements are attached to our submittal for review of additional compliance per the legal agreement.



#### **G. Methodology for Dispute Resolutions**

Should any dispute resolution issues arise, we will immediately notify FAT to bring awareness of the situation. The first step in SSP America's dispute resolution process is to follow Alternative Dispute Resolution practices including negotiation, mediation, conciliation, arbitration, and private judging. Additionally, Heather Barry is trained and certified in Alternative Dispute Resolution practice. As noted, both SSP America will work to expeditiously seek to find resolution between the parties of the joint venture. In the event joint venture parties are unable to resolve contractual matters, all questions relative to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

#### **H. Compliance Monitoring and Enforcement**

ACDBE compliance provisions include a monitoring and enforcement mechanism verifying the work defined for our ACDBE members is, in fact, performed. We maintain a clearly defined roles document and records of all contracts, leases, joint venture agreements, or other concession-related agreements that will all be monitored by FAT. To date, SSP America has not encountered or imposed any sanctions against our ACDBE partners. To best support the ACDBE/certified firms, we work very closely with our partners to support their success. We do this by holding monthly partner meetings via Teams, quarterly joint venture calls, internal monitoring and audits that includes a certification tracker, report tracker and contact with each partner to assist. When necessary for annual certification renewal or ACDBE member changes, FAT will be contacted and informed.

Should the situation arise of any necessary non-compliance action by an ACDBE member, SSP America will notify the FAT office immediately to assist with remedy. Additionally, we will offer a mentor-protégé program that will assist our new partners in the ACDBE compliance efforts.

#### **I. Compliance Plan Attachments**

*Attached please find the following attached in support of the compliance plan:*

- *SSP America Joint Venture Agreement*
- *SSP America Outreach Flyer and supporting documents*
- *ACDBE Roles and Responsibilities*



Agreement to Enter into Joint Venture

The undersigned parties agree to execute the attached the "Joint Venture" Operating Agreement (SSP AMERICA FAT, LLC) in the event Proposer/Respondent is awarded the concessions pursuant to this RFP.

SSP America, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*Patricia Murray*  
Deputy CEO

TNT Concessions, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**Agreement to Enter into Joint Venture**

The undersigned parties agree to execute the attached the "Joint Venture" Operating Agreement (SSP AMERICA FAT, LLC) in the event Proposer/Respondent is awarded the concessions pursuant to this RFP.

**SSP America, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TNT Concessions, LLC**

By: Therese Frierson  
Name: Therese FRIERSON  
Its: Manager



## Certification: View

[Certification List](#)[Submit Change Request](#)[Add Date Alert](#)

This record is from **California Department of Transportation**. It is not managed by City and County of Denver.

### Vendor Information

BUSINESS NAME	<b>TNT Concessions, LLC.</b>
SYSTEM VENDOR NUMBER	<b>20506600</b>
PRIMARY OWNER'S NAME	<b>Ms. Therese Frierson</b>
ETHNIC GROUP	<b>Caucasian</b>
GENDER	<b>Female</b>

### Certification Information

CERTIFYING AGENCY	<b>California Department of Transportation</b>
CERTIFICATION TYPE	<b>ACDBE - Airport Concessionaire Disadvantaged Business Enterprise</b>
EFFECTIVE DATE	<b>5/9/2022</b>
RENEWAL DATE	<b>6/1/2023</b>

### Contact Information

MAIN COMPANY EMAIL	<b>tfrierson@palladiumholdingsco.com</b>
MAIN PHONE	<b>303-517-0769</b>
MAIN FAX	<b>303-292-2542</b>

### Addresses

PHYSICAL ADDRESS	<b>2741 Welton Street Suite 201 Denver, CO 80205-4221 <a href="#">[map]</a></b>
------------------	---



MAILING ADDRESS

2741 Welton Street  
Suite 201  
Denver, CO 80205-4221 [\[map\]](#)

## Business Capabilities

BUSINESS CERTIFIED FOR

Limited-Service Restaurants

FULL DESCRIPTION OF  
CAPABILITIES/PRODUCTS

COMMODITY CODES

CA WCC F5810	EATING & DRINKING PLACES
CA WCC F5940	MISC SHOPPING GOODS STORES
CA WCC I7388	INTERIOR DECORATING & DESIGN
NAICS 424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers ( <a href="#">More</a> )
NAICS 445292	Confectionery and Nut Retailers ( <a href="#">More</a> )
NAICS 541410	Interior design services ( <a href="#">More</a> )
NAICS 541618	Other Management Consulting Services ( <a href="#">More</a> )
NAICS 722330	Mobile Food Services ( <a href="#">More</a> )
NAICS 722410	Drinking Places (Alcoholic Beverages) ( <a href="#">More</a> )
NAICS 722511	Full-Service Restaurants ( <a href="#">More</a> )
NAICS 722513	Limited-Service Restaurants ( <a href="#">More</a> )
NAICS 722515	Snack and Nonalcoholic Beverage Bars ( <a href="#">More</a> )

## Owner Ethnicity and Gender

ETHNIC GROUP

Caucasian

GENDER

Female

## Location and Work Districts/Regions

COUNTY

STATEWIDE WORK AREA

No

WORK DISTRICTS/REGIONS

Alameda  
Contra Costa  
Imperial  
Kern  
Los Angeles  
Orange  
Riverside  
San Benito  
San Bernardino  
San Diego



San Francisco  
San Luis Obispo  
San Mateo  
Santa Clara  
Solano  
Sonoma

### Additional Information

CUCP PUBLIC DIRECTORY  
CERTIFICATION NUMBER **45313**

Certification List

[Customer Support](#)

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# **GOOD FAITH EFFORTS**







**GOOD FAITH EFFORTS  
OUTREACH SOLICITATION OF  
BUSINESS OPPORTUNITIES**





# A NEW OPPORTUNITY

The SSP America team would like to meet you!  
We're exploring new partners as we look to expand our business at the airport. If you're interested in learning more about our company and the joint venture opportunities we are developing, please follow the link to the online questionnaire, and we'll follow up to schedule a meeting.

---

**Online Questionnaire:** <https://form.jotform.com/223615998711162>

---

***Want to get in touch?***

**Stacey Rush**

Director, Design, Construction & Integration

**Heather Barry**

Vice President, Strategic Partnerships

**[jvpartners@foodtravelexperts.com](mailto:jvpartners@foodtravelexperts.com)**

**Opportunities :**

- Restaurant Operations
- General Contractor
- Demolition
- Concrete
- Metals
- Carpentry
- Journeymen
- Insulation
- Doors/Glazing
- Finishes
- Mechanical
- Apprentice

**About SSP America:**

SSP America is a division of SSP Group, a leading operator of food and beverage concessions in travel locations, operating restaurants, bars, cafés, food courts, lounges and convenience stores in airports, train stations, motorway service stations and other leisure locations. We operate in 180 airports and 300 rail stations in 36 countries around the world and operated more than 550 international, national, and local brands across our 2,700 units.

[www.foodtravelexperts.com/america](http://www.foodtravelexperts.com/america)







December 5, 2022

**Prospective Airport F&B/Retail Concessions Opportunity  
Fresno Yosemite International Airport**

Dear Interested Vendors, Suppliers & Contractors:

SSP America is based on a passionate belief that restaurants are at the heart of 21st century living. It is around the restaurant table where we relax, work, rejoice and celebrate. And an airport has an opportunity to help tell a community's culinary story. **That is why we need YOU!**

SSP is a leading operator of food and beverage concessions in travel locations, operating restaurants, bars, cafés, food courts, lounges and convenience stores in airports, train stations, motorway service stations and other leisure locations. We serve around one and a half million customers every day at approximately 180 airports and 300 rail stations in 35 countries around the world and operate more than 550 international, national and local brands across our 2,700 units.

We are seeking to meet with interested ACDBE vendors, suppliers, and contractors to discuss the potential opportunity with SSP America. SSP is excited about this opportunity to partnering with small, local, and certified businesses.

We obtained your information from the current State of California Business Database and/or your local Chamber of Commerce. If you are interested in this potential opportunity to participate as a Supplier, Vendor, or Contractor, please:

- Complete the questionnaire and provide a description of your business and its operations and a statement describing how your company will add value to SSP's concessions by clicking this link

**Online Questionnaire:** <https://form.jotform.com/223615998711162>

If you have any questions, please reach out to:

Heather Barry  
SSP America, Inc.  
Vice President of Strategic Partnerships  
[JVPartners@foodtravelexperts.com](mailto:JVPartners@foodtravelexperts.com)











Company/Region	Website	Phone/Fax	Address	Product/Service	City	State	Zip	Marketing/Advertising	City	State	Zip	Phone	Fax	E-Mail	URL	Website	Specialty/Category	Company	Country	Postal	ST/PT	Notes	Comments/Remarks
ABC Company Inc.		555-123-4567	123 Main St	General Services	Anytown	CA	90210	ABC Company Inc.	Anytown	CA	90210	555-123-4567	555-123-4568	info@abc.com	http://www.abc.com	ABC Company Inc.	General Services	ABC Company Inc.	USA	90210	CA		ABC Company Inc. is a leading provider of general services in the Anytown area. We have been in business for over 20 years and have a strong reputation for quality and reliability.
DEF Services LLC		555-234-5678	456 Elm St	Consulting Services	Anytown	CA	90210	DEF Services LLC	Anytown	CA	90210	555-234-5678	555-234-5679	info@def.com	http://www.def.com	DEF Services LLC	Consulting Services	DEF Services LLC	USA	90210	CA		DEF Services LLC is a consulting firm that provides a wide range of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
GHI Enterprises Inc.		555-345-6789	789 Oak St	Manufacturing	Anytown	CA	90210	GHI Enterprises Inc.	Anytown	CA	90210	555-345-6789	555-345-6790	info@ghi.com	http://www.ghi.com	GHI Enterprises Inc.	Manufacturing	GHI Enterprises Inc.	USA	90210	CA		GHI Enterprises Inc. is a manufacturing company that produces a variety of products. We are known for our precision and quality, and we have a long history of serving our customers.
JKL Solutions Corp.		555-456-7890	101 Pine St	Software Development	Anytown	CA	90210	JKL Solutions Corp.	Anytown	CA	90210	555-456-7890	555-456-7891	info@jkl.com	http://www.jkl.com	JKL Solutions Corp.	Software Development	JKL Solutions Corp.	USA	90210	CA		JKL Solutions Corp. is a software development company that creates custom solutions for our clients. We have a team of experienced developers and a proven process for delivering high-quality software.
MNO Industries Ltd.		555-567-8901	202 Cedar St	Engineering	Anytown	CA	90210	MNO Industries Ltd.	Anytown	CA	90210	555-567-8901	555-567-8902	info@mno.com	http://www.mno.com	MNO Industries Ltd.	Engineering	MNO Industries Ltd.	USA	90210	CA		MNO Industries Ltd. is an engineering firm that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
PQR Systems Inc.		555-678-9012	303 Birch St	IT Services	Anytown	CA	90210	PQR Systems Inc.	Anytown	CA	90210	555-678-9012	555-678-9013	info@pqr.com	http://www.pqr.com	PQR Systems Inc.	IT Services	PQR Systems Inc.	USA	90210	CA		PQR Systems Inc. is an IT services company that provides a variety of services to our clients. We have a team of experienced IT professionals and a proven process for delivering high-quality IT services.
STU Logistics Co.		555-789-0123	404 Maple St	Logistics	Anytown	CA	90210	STU Logistics Co.	Anytown	CA	90210	555-789-0123	555-789-0124	info@stu.com	http://www.stu.com	STU Logistics Co.	Logistics	STU Logistics Co.	USA	90210	CA		STU Logistics Co. is a logistics company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
VWX Construction Inc.		555-890-1234	505 Elm St	Construction	Anytown	CA	90210	VWX Construction Inc.	Anytown	CA	90210	555-890-1234	555-890-1235	info@vwx.com	http://www.vwx.com	VWX Construction Inc.	Construction	VWX Construction Inc.	USA	90210	CA		VWX Construction Inc. is a construction company that provides a variety of services to our clients. We have a team of experienced construction professionals and a proven process for delivering high-quality construction services.
YZA Financial Group		555-901-2345	606 Oak St	Financial Services	Anytown	CA	90210	YZA Financial Group	Anytown	CA	90210	555-901-2345	555-901-2346	info@yza.com	http://www.yza.com	YZA Financial Group	Financial Services	YZA Financial Group	USA	90210	CA		YZA Financial Group is a financial services company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
BCD Energy Solutions		555-012-3456	707 Pine St	Energy Services	Anytown	CA	90210	BCD Energy Solutions	Anytown	CA	90210	555-012-3456	555-012-3457	info@bcd.com	http://www.bcd.com	BCD Energy Solutions	Energy Services	BCD Energy Solutions	USA	90210	CA		BCD Energy Solutions is an energy services company that provides a variety of services to our clients. We have a team of experienced energy professionals and a proven process for delivering high-quality energy services.
EFG Healthcare Inc.		555-123-4567	808 Cedar St	Healthcare Services	Anytown	CA	90210	EFG Healthcare Inc.	Anytown	CA	90210	555-123-4567	555-123-4568	info@efg.com	http://www.efg.com	EFG Healthcare Inc.	Healthcare Services	EFG Healthcare Inc.	USA	90210	CA		EFG Healthcare Inc. is a healthcare services company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
HIJ Retail Corp.		555-234-5678	909 Birch St	Retail	Anytown	CA	90210	HIJ Retail Corp.	Anytown	CA	90210	555-234-5678	555-234-5679	info@hij.com	http://www.hij.com	HIJ Retail Corp.	Retail	HIJ Retail Corp.	USA	90210	CA		HIJ Retail Corp. is a retail company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
KLM Media Group		555-345-6789	1010 Maple St	Media Services	Anytown	CA	90210	KLM Media Group	Anytown	CA	90210	555-345-6789	555-345-6790	info@klm.com	http://www.klm.com	KLM Media Group	Media Services	KLM Media Group	USA	90210	CA		KLM Media Group is a media services company that provides a variety of services to our clients. We have a team of experienced media professionals and a proven process for delivering high-quality media services.
NOP Telecommunications		555-456-7890	1111 Elm St	Telecommunications	Anytown	CA	90210	NOP Telecommunications	Anytown	CA	90210	555-456-7890	555-456-7891	info@nop.com	http://www.nop.com	NOP Telecommunications	Telecommunications	NOP Telecommunications	USA	90210	CA		NOP Telecommunications is a telecommunications company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
QRS Transportation		555-567-8901	1212 Oak St	Transportation	Anytown	CA	90210	QRS Transportation	Anytown	CA	90210	555-567-8901	555-567-8902	info@qrs.com	http://www.qrs.com	QRS Transportation	Transportation	QRS Transportation	USA	90210	CA		QRS Transportation is a transportation company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
TUV Environmental		555-678-9012	1313 Pine St	Environmental Services	Anytown	CA	90210	TUV Environmental	Anytown	CA	90210	555-678-9012	555-678-9013	info@tuv.com	http://www.tuv.com	TUV Environmental	Environmental Services	TUV Environmental	USA	90210	CA		TUV Environmental is an environmental services company that provides a variety of services to our clients. We have a team of experienced environmental professionals and a proven process for delivering high-quality environmental services.
WXY Food Services		555-789-0123	1414 Cedar St	Food Services	Anytown	CA	90210	WXY Food Services	Anytown	CA	90210	555-789-0123	555-789-0124	info@wxy.com	http://www.wxy.com	WXY Food Services	Food Services	WXY Food Services	USA	90210	CA		WXY Food Services is a food services company that provides a variety of services to our clients. We are committed to providing the highest quality of service and to meeting the needs of our clients.
ZAB Security Solutions		555-890-1234	1515 Birch St	Security Services	Anytown	CA	90210	ZAB Security Solutions	Anytown	CA	90210	555-890-1234	555-890-1235	info@zab.com	http://www.zab.com	ZAB Security Solutions	Security Services	ZAB Security Solutions	USA	90210	CA		ZAB Security Solutions is a security services company that provides a variety of services to our clients. We have a team of experienced security professionals and a proven process for delivering high-quality security services.



Company Name	Website	Phone No.	Address	Product/Service	City	State	Zip	Website Address	City	State	Zip	Phone	Fax	E-Mail	URL	Website	Phone	Website URL	Address	City	State	Zip	Country	State	Zip	Phone	Website	Comments/Notes
ABC COMPANY INC.																												
DEF COMPANY LLC																												
GHI COMPANY LTD.																												
JKL COMPANY INC.																												
MNO COMPANY LLC																												
PQR COMPANY LTD.																												
STU COMPANY INC.																												
VWX COMPANY LLC																												
YZA COMPANY LTD.																												
BCD COMPANY INC.																												
EFG COMPANY LLC																												
HIJ COMPANY LTD.																												
KLM COMPANY INC.																												
NOP COMPANY LLC																												
QRS COMPANY LTD.																												
TUV COMPANY INC.																												
WXY COMPANY LLC																												
ZAB COMPANY LTD.																												
CCD COMPANY INC.																												
EEF COMPANY LLC																												
GGH COMPANY LTD.																												
IIJ COMPANY INC.																												
KKL COMPANY LLC																												
LLM COMPANY LTD.																												
NNP COMPANY INC.																												
OOQ COMPANY LLC																												
RRR COMPANY LTD.																												
SSS COMPANY INC.																												
TTT COMPANY LLC																												
VVV COMPANY LTD.																												
WWW COMPANY INC.																												
XXX COMPANY LLC																												
YYY COMPANY LTD.																												
ZZZ COMPANY INC.																												







This document outlines the proposed scope of roles and responsibilities for this proposal.

SSP America FAT, LLC

**MEMBER ROLES AND RESPONSIBILITIES**

Roles and responsibilities for the ownership and management of **SSP America FAT, LLC** a Delaware limited liability company (the “**Company**”):

- SSP America, Inc. – 70%
- TNT Concessions, LLC – 30% **ACDBE Certified**

Areas of Responsibility	Description of Tasks
<b>General Member Oversight and Participation</b>	
<b>Governance</b>	Participate in the governance, administration, and management of the Company’s airport restaurant business through management of the Company’s operations and as a participant in the Management Committee, in each case in accordance with (and subject to) the terms of the Agreement.
<b>Capital</b>	Make proportionate contributions of capital/working capital to the Company.
<b>Management Committee</b>	Review overall business performance. Examine and discuss trends and operational reports. Design and implement strategies and policies to further enhance the business of the Company. Consider business, landlord, and customer needs. Authorize timing and amounts of distributions. Raise issues, deliberate, determine strategic goals, and maintain active involvement in budget planning. Contribute to certain major decisions. Participate in quarterly Management Committee meetings with detailed notes and fluid communication. Review other relevant matters.
<b>General Business Management</b>	Participate in day-to-day operations with respect to management, sales, and delivery of services, operating and quality standards, procedures, and cost controls, in each case as determined by the Management Committee. Evaluate and report financial performance and results for the Concessions to the Management Committee. Devise and implement plans for improvement of the Concessions as may be identified during performance evaluations and through P&Ls and other available financial information. Recommend improvements to overall profitability. Evaluate the work performance of the Company’s management employees and other staff working at the Concessions. Attend airport concessions meetings and communicate results to



	the Members. Identify potential food and beverage-related expansion opportunities at the Airport. Address customer service issues.
<b>Specific Member Business Responsibilities</b>	
<b>SSP America</b> (Non-ACDBE Member)	<b>Manage the build-out, operation, and oversight of the Concessions.</b> <ul style="list-style-type: none"> <li>• In collaboration with the other Members, uphold certain provisions of the Agreement, including with respect to:</li> <li>• Company working capital</li> <li>• Food and beverage operations</li> <li>• Design and construction</li> <li>• Purchasing goods, supplies, and equipment</li> <li>• Legal matters (e.g., contracts, including mortgages, leases, construction contracts, and other vendor contracts and insurance)</li> <li>• Payroll</li> <li>• Accounting</li> <li>• Tax matters and corporate financial reporting</li> <li>• Corporate marketing and promotions</li> <li>• Human resources</li> <li>• Information technology and systems</li> </ul>
<b>TNT Concessions</b> (ACDBE Member)  ➤ \$8.5M est. annual sales ➤ \$2.55M ACDBE est. sales at 30%	<b>Operating:</b> Mad Duck/Baby Duck, Peet's Coffee, Ike's Love + Sandwiches and Casa Corona (Future Development) <ul style="list-style-type: none"> <li>• Primary responsibility for the grab and go/walk up portion of the restaurant.</li> <li>• Responsible for hiring manager with direct reporting and all authority to TNT Concessions.</li> <li>• Responsible for purchasing and inventory management.</li> <li>• All inventory management of products for operations, including executing in-store action plans for product promotions, schedule deliveries. Assist with pricing, purchasing of specific items in the grab and go units, forecast sales and match the stock levels against sales to ensure products are replenished in a timely manner for the units, also preform regular inventory counts for products.</li> <li>• Responsible for the management training, ensuring restaurant standards and addressing customer service opportunities for improvement.</li> <li>• Establish business performance goals and implement process and procedures to address performance issues or any other concerns specific to performance.</li> </ul>



	<ul style="list-style-type: none"><li>• Ensure airport operating guidelines and procedures are being met including current health requirements.</li><li>• Shared responsibility and oversight of operations of the Joint Venture.</li><li>• Mystery shop unit to ensure top-notch customer service and review safety and sanitization reports.</li><li>• Responsible for management training, upholding restaurant standards and addressing customer service opportunities for improvement.</li><li>• Assist in the design and construction of all Joint Venture restaurants.</li></ul>
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Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 4: NON-COLLUSION AFFIDAVIT**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Agreed to by:   
Title: Deputy Chief Executive Officer

Date: 1/8/23



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 5: REFERENCES**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

Please list at least three current references of similar size and type of services, including governmental agencies and/or airport authorities, if available.

Reference No. 1:

AGENCY/COMPANY NAME: Dane County Regional Airport

Address: 4000 International Lane, Madison, WI 53704

Contact Person: Kim Jones

Email: jones.kimberly@msnairport.com

Phone Number: 608-246-3391

Fax Number: N/A

Length of Contract: 02/2016 - 12/2026

Type of Concessions Provided: Food and beverage concessions

Reference No. 2:

AGENCY/COMPANY NAME: The Eastern Iowa Airport

Address: 2121 Arthur Collins Parkway SW, Cedar Rapids, IA 52404

Contact Person: Marty Lenss

Email: m.lenss@flycid.com

Phone Number: 319-362-3131

Fax Number: N/A

Length of Contract: 02/2017 - 01/2029

Type of Concessions Provided: Food and beverage concessions

Reference No. 3:

AGENCY/COMPANY NAME: Colorado Springs Airport

Address: 7770 Milton E Proby Parkway, Colorado Springs, CO 80916

Contact Person: Greg Phillips

Email: greg.phillips@coloradosprings.gov

Phone Number: 719-550-1910

Fax Number: N/A

Length of Contract: 12/2015 - 07/2023

Type of Concessions Provided: Food and beverage concessions



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

TO: THE PURCHASING MANAGER, OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:  
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):  
SSP America, Inc. is the entity responding to the Food & Beverage Concessions and News & Convenience Concessions RFP No.: 12300507 opportunity. If SSP America Inc. becomes the successful bidder, the contract would be shared in Joint Venture partnership with ACDBE certified Enjoy Repeat, Inc. (15%), and ACDBE certified TNT Concessions, LLC (15%), under the entity SSP America FAT, LLC.

b. Address:  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Is your firm operating as a franchisee? Yes \_\_\_\_\_ or No X

If yes, list the franchiser, and number of years your business has been franchised:

\_\_\_\_\_  
\_\_\_\_\_

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract. Please see attached additional pages.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. All Proposers must have a minimum of 3 years' experience under current business name of similar scope and size.

How many years has your business been under your present name? 16 years

How many years under former names? (List name and number of years)

SSP began serving airport guests as part of Scandinavian Air Services (SAS) in Denmark in 1961 and combined its business with UK-based Travelers Fare in 1973. Compass Group—one of the world's largest food service providers—acquired SSP in the early 1990s. In 2006, SSP spun off from Compass, and began operating as an independent group controlled by private equity firm, EQT Partners. SSP Group PLC publicly traded on the London Stock Exchange, a leading operator of food and beverage concessions in travel locations, operating restaurants, bars, cafés, food courts, lounges and convenience stores in airports, train stations, motorway service stations and other leisure locations.



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

4. How many years has your business been providing services? 36

5. What other types of services does your business provide?

SSP America is a division of SSP Group, a leading operator of food and beverage concessions in travel locations worldwide, operating restaurants, bars, cafés, food courts, lounges, and convenience stores in airports, train stations, motorway service stations, and other leisure locations. Prior to the onset of Covid-19, we served around one and a half million customers every day at approximately 180 airports and 300 rail stations in 35 countries around the world and operated more than 550 international, national, and local brands across our 2,700 units.

6. Describe your firm's communications system and how communications will be implemented between the City and your firm's local office for transmitting correspondence, reports, requests, etc.

If we are to be the selected concessionaire, SSP will work in partnership with the airport and city to implement any changes or continue open communication. We will do so by communicating and sharing our discoveries and knowledge so that we are all viewing any situation together. As a result, we give ourselves the opportunity to discuss the most appropriate and mutually beneficial actions to take. With relevant data as the base of our decisions, we can focus on additional key criteria to finalize those decisions, including:

- Factors affecting the safety and health of our employees, travelers and general customers;
- Enplanement levels – in general and per terminal in comparison to planned levels, and any shift in trends in the short term;
- Minimum revenue levels to maintain current store or restaurant operations;
- Required levels of rent to the airport as well as commissions to brand partners; and
- Capital projects that are currently being executed.

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes \_\_\_\_\_ or No X

If so, list the date, client, and reason for termination below:

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8. Provide organizational chart of firm's key personnel. Organization chart attached? Yes X or No \_\_\_\_\_

9. Does the proposer currently possess sufficient staff and extra staff to meet the initial requirements (See Attachments D-G) for this contract? Yes \_\_\_\_\_ or No X

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

Nationwide staffing shortages have presented significant hiring challenges. If awarded the contract, SSP America will utilize all available measures to recruit successfully. Some of these measures include hiring incentives and include hiring and referral bonuses. In addition, SSP America has increased its hourly rates as a strong hiring incentive. The company also offers paid parking as an incentive to join our team in order to overcome the logistical challenges associated with working at the airport.



Proposer's Name SSP America, Inc.

(Submit with Proposal)

**FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

10. Describe your firm's vacation policy and holidays, if provided by your firm:

Please see the additional pages for Vacation Policy.

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11. Provide your firm's employee training program.

Document attached (y/n)? Y - please see Section 7 for Management &  
Staff Training Programs.

12. Provide organizational chart of proposed staffing.

Document attached (y/n)? Y - please see Section 7 for Staffing Plan and  
Organizational Chart.



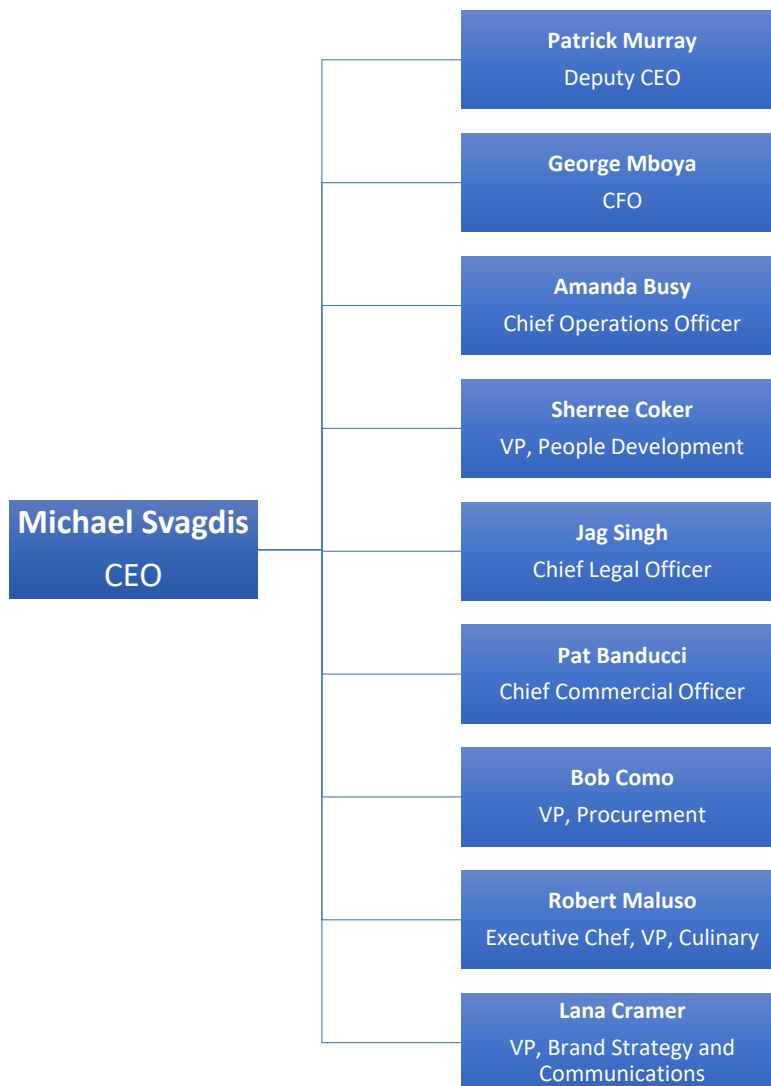
**FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE****ADDITIONAL PAGES**

**2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.**

<b>Name</b>	<b>Title</b>	<b>Role</b>	<b>Experience</b>
Michael Svagdis	Chief Executive Officer	Oversees all of SSP America Authority to bind contracts	8 years at SSP 30+ years in hospitality industry
Patrick Murray	Deputy Chief Executive Officer	Oversees all of business development Authority to bind contacts	15 years at SSP 30+ years in hospitality industry
George Mboya	Chief Financial Officer	Oversees all finances at SSP America Authority to bind contract	6 years at SSP 30+ years in hospitality industry
Amanda Busby	Chief Operating Officer	Oversees all operations at SSP America	2 years at SSP 25+ years in hospitality industry
Paul Loupakos	Senior Vice President, Business Development & Airport Retention	Oversees all development opportunities for this contract	8 years at SSP 30+ years in hospitality industry
Heather Barry	Vice President, Strategic Partnerships	Oversees all ACDBE partner relationships	6 years at SSP 25+ years in hospitality industry



8. Provide organizational chart of firm's key personnel.





## 10. Describe your firm's vacation policy and holidays, if provided by your firm

### VACATION

The Company believes that time away from work for rest and enjoyment is vital to the wellbeing and productivity of its employees.

Vacation time accrues each pay period based on hours worked, length of service and position as reflected in the schedule below. When an employee reaches the appropriate years of service for a vacation increase, the accrual rate will adjust during the pay period in which the anniversary occurs.

All regular employees on the Company's payroll will be eligible for vacation benefits under this policy. Non-regular employees (such as Brand Associates, temporary employees and interns) are ineligible for Company vacation. Employees in Vacation Group A will accrue vacation in hourly increments based upon regular (non-overtime) hours worked and Company paid time off (e.g. holiday, sick, PTO, etc). Vacation time will not accrue while an employee is on unpaid status and not receiving pay from the Company.

Employees may accrue up to a maximum of one and one-half times (1.5) their annual vacation accrual or up to the maximum dictated by applicable local or state law, if greater. Vacation accrual will cease once an employee's total accrual reaches the applicable maximum. Vacation accrual will resume only when, and to the extent that, the employee's vacation leave balance drops down below the applicable maximum.

#### Annual Maximum Amounts for Years of Service by Position Group

Vacation Group	Position Group	Annual Vacation Accrual			
		Less than 5 Years	5 but less than 10 Years	10 but less than 15 Years	15+ Years
Vacation Group A	Hourly and Non-exempt employees (non-manager)	2 weeks (80 hours)	3 weeks (120 hours)	4 weeks (160 hours)	5 weeks (200 hours)
Vacation Group B	Salaried employees, Manager and Director Level	3 weeks (120 hours)	4 weeks (160 hours)	5 weeks (200 hours)	5 weeks (200 hours)
Vacation Group C	Executive Level – VP and above	4 weeks (160 hours)	5 weeks (200 hours)	5 weeks (200 hours)	5 weeks (200 hours)

Employees may not use accrued vacation until it is earned, and vacation is not considered earned until after completion of the Introductory Period - 90 days of employment. Upon termination, employees will be paid for any accrued, earned unused vacation hours. If an employee separates employment prior to completion of the Introductory Period, accrued, unused vacation will not be paid upon separation unless required by applicable law. Vacation may not be used to extend a termination date.

Vacation time will be paid at the employee's regular hourly rate for hourly employees; salaried employees will be paid vacation at their weekly or daily base-salary rate as applicable. In states that allow a tip credit, tipped employees will receive two times (2x) their regular hourly rate, or state minimum wage (whichever is greater), as pay for each hour of vacation time. Employees are not entitled to pay in lieu of taking time off for vacation.



Employees should submit vacation requests in writing to their supervisor as far in advance as possible of the requested vacation (preferably at least 30 calendar days in advance). Requests for unscheduled vacation must comply with the Company's call-in procedures, as set forth in the Attendance Policy. To ensure that our Company's staffing and operation needs are met at all times, the Company reserves the right to grant vacation requests at its discretion. The Company will make every effort to accommodate requests to schedule vacation time but reserves the right to prioritize requests based on various factors, including business needs, anticipated workload, seniority and staffing levels. Vacations during peak / holiday seasons will be approved on a first-come, first-serve basis. NOTE: All requests for vacation must be entered into the applicable software system (e.g. Vista, Hot Schedules) and it is the employee's responsibility to keep all requests updated, as required. Each full day of vacation will be counted as eight hours. Vacation time may be taken in increments as small as one hour for hourly employees. However, vacation time may not be used to compensate employees for tardiness or unexcused absences.

For those employees covered under a Collective Bargaining Agreement, please refer to your CBA for PTO allotments and usage guidelines.



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 7: STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION  
AND INSURANCE REQUIREMENTS**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS  
DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

**INDEMNIFICATION, EXEMPTION OF CITY, AND INSURANCE**

**A. INDEMNIFICATION AND RELEASE**

To the furthest extent allowed by law, Concessionaire shall indemnify, hold harmless and defend City, and its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Concessionaire or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Concessionaire's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of all or any part of the Airport, including use of any public airport facilities and improvements, upon which the Premises is located; or (iii) performance of, or failure to perform, this Agreement. Concessionaire's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.

If Concessionaire should contract any work on the Premises or subcontract any of its obligations under this Agreement, Concessionaire shall require each consultant, contractor and subcontractor to enter into a Side Agreement, at the discretion of the City's Risk Manager or their designee, to indemnify, hold harmless and defend City, and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Concessionaire's occupancy, maintenance and use of the Premises shall be at Concessionaire's sole risk and expense. Concessionaire accepts all risk relating to Concessionaire's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of all or any part of that Premises, including use of any public facilities and improvements, upon which the Premises is located; and (iii) the performance of, or failure to perform, this Agreement. City shall not be liable to Concessionaire or Concessionaire's insurer(s) for, and Concessionaire and its insurer(s) hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable



to an occurrence on or about the Premises including any public facilities and improvements, upon which the Premises is located, in any way related to the Concessionaire's operations and activities. Concessionaire shall immediately notify City of any occurrence on the Premises including any public facilities and improvements, upon which the Premises are located, resulting in injury or death to any person or damage to property of any person.

The provisions of this Section A shall survive termination or expiration of this Agreement.

#### **INSURANCE REQUIREMENTS**

(a) Throughout the life of this Agreement, Concessionaire shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion. The City of Fresno and each of its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Concessionaire or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Concessionaire shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Concessionaire of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Concessionaire shall not be deemed to release or diminish the liability of Concessionaire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Concessionaire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Concessionaire, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation,



indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### **MINIMUM LIMITS OF INSURANCE CONCESSIONAIRE**

Concessionaire, or any party the Concessionaire subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to The City of Fresno and each of its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY :**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY :**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
4. **LIQUOR LIABILITY INSURANCE** (if applicable) for alcoholic beverages that are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:
  - (i) \$1,000,000 per occurrence;
  - (ii) \$2,000,000 aggregate for bodily injury and property damage;
5. **PROPERTY: (if operating within the airport)** Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of Concessionaire's business property.



### **UMBRELLA OR EXCESS INSURANCE**

In the event Concessionaire purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City of Fresno and each of its officers, officials, employees, agents and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Concessionaire shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Concessionaire shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) Concessionaire shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to City, except ten (10) days for nonpayment of premium. Concessionaire is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Concessionaire shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Concessionaire shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed to name The City of Fresno and each of its officers, officials, employees, agents and volunteers as additional insureds.

Concessionaire shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 26, CG 20 11 or similar by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Forms CG 20 26 or CG 20 11.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed so Concessionaire's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to The City of Fresno and each of its officers, officials, employees, agents and volunteers. If



Concessionaire maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Concessionaire.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to The City of Fresno and each of its officers, officials, employees, agents and volunteers.

The property insurance policy is to contain, or be endorsed to contain, the following provisions:

1. Full replacement value of any permanent improvements on the Premises, with the City named as a Loss Payee.
2. The coverage shall contain:
  - (i) No coinsurance penalty.
  - (ii) No limitations or exclusions for vacancy of any part of the Premises.
  - (iii) No special limitations on the scope of protection afforded to City.

**PROVIDING OF DOCUMENTS** - Concessionaire shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Concessionaire shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of Concessionaire shall also be required to provide all documents noted herein.

**MAINTENANCE OF COVERAGE** - If at any time during the life of the Agreement or any extension, Concessionaire or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Concessionaire of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Concessionaire shall not be deemed to release or diminish the liability of Concessionaire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Concessionaire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Concessionaire, its principals, officers, agents, employees, persons under the supervision of Concessionaire, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.



**SUBCONTRACTORS** - If Concessionaire should subcontract all or any portion of the services to be performed under this Agreement, Concessionaire shall require, at the discretion of the City, their subcontractor to enter into a separate Side Agreement in order to provide indemnification and insurance protection to City. Concessionaire shall verify that all subcontractors maintain insurance meeting all the requirements stated herein and Concessionaire shall ensure that City and each of their officers, officials, agents, employees and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with Concessionaire and City prior to the commencement of any work by the subcontractor.

☒ **ACCEPT**  
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE



\_\_\_\_\_  
Signature of Authorized Person

Pat Murray  
Type or Print Name of Authorized Person



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 9: ADDENDA and TIME PERIOD TO AWARD/REJECT**

**ADDENDA**

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

**TIME PERIOD TO AWARD/REJECT**

The undersigned Proposer agrees that the City may have **ONE HUNDRED (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

ADDENDUM NO. 1  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

Page 23. Paragraph 7. Parking, shall be deleted and replaced with the following revised information:

7. PARKING: The successful Proposer's employees will be permitted to use designated airport employee parking facilities at a cost of \$15.00/month (subject to change). **There is a fee of \$25.00 for a key card and activation. There is an additional \$25.00 fee for replacement of lost cards.**

City of Fresno

MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1  
October 6, 2022

Addendum

Rev. 10-2021

**IFRESNO**

**City of Fresno**  
Airports Department  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

ADDENDUM NO. 2  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023**.

All changes and or clarifications will appear in **bold underlined type**.

Page 15. Last Day to Submit Questions by 5:00 p.m. – December 6, 2022, shall be deleted and replaced with the following revised information:

Last Day to Submit Questions by 5:00 p.m. **November 22, 2022**

MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: \_\_\_\_\_

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 2  
October 12, 2022

Addendum

Rev. 10-2021

**IFRESNO**

**City of Fresno**  
Airports Department  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

**ADDENDUM NO. 3  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

Page 48. RFP - 8. Certification for Local Preference / Complete separate form for each Unit within Proposal, **shall be deleted in full.**

Page 58 RFP – **Form 8 shall be deleted in full.**

  
**MELISSA GARZA-PERRY**  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 3  
October 12, 2022

Addendum

Rev. 10-2021

**IFRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
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[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

**ADDENDUM NO. 4  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507**

**NOTICE TO ALL BIDDERS**

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

Page 6. RFP - A proposal conference will be held at **1:00 PM., on November 15, 2022.** Join the meeting by going to <https://zoom.us/j/92047244398> or call 1 (669) 900-9128, Meeting ID: 920 4724 4398. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications, **shall be deleted in full** and replaced with.

A proposal conference/site tour will be held at **1:00 PM., on November 15, 2022.** Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications. Prospective Proposers will meet at the Nick Palomares Prescreening Terminal Conference room at Fresno Yosemite International Airport located at 5175 East Clinton Way, Fresno, CA 93727. Those interested must RSVP to Tamra Torrence ([tamra.torrence@fresno.gov](mailto:tamra.torrence@fresno.gov)) no later than November 1, 2022, by 5 p.m.

**MELISSA GARZA-PERRY**  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: \_\_\_\_\_

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 4  
October 12, 2022

Addendum

Rev. 10-2021

**I  FRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

ADDENDUM NO. 5  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

The clarifications below shall apply to the following:

Page 14. RFP – CONCESSIONS OPPORTUNITY, Concourse A; Space POD for F&B ONLY should be **4,100 square ft.**

Page 14-15. RFP – CONCESSIONS OPPORTUNITY, Concourse A; Space POD for N&C ONLY should be **1,100 square ft.**

Page 18. RFP – Locations and Merchandising Descriptions: News & Convenience Package; Concourse A; POD **5,200SF** for N&C ONLY **1,100SF.**

Page 18. RFP – Locations and Merchandising Descriptions: Food & Beverage Package; Concourse A; POD **5,200SF** for F&B ONLY **4,100SF.**

Page 25. RFP - SELECTION PROCESS AND EVALUATION CRITERIA; PROPOSAL EVALUATION; Concept and Design Section; and

Page 30 – RFP - SUBMISSION OF PROPOSAL, TAB 3 – Tenant Mix & Concessions Plan Section

**Note for Pod Spaces: It is the intent of the City to redevelop these spaces as indicated on the attached Lease Outline Drawing (LOD). However, the City desires to receive a design that is highly efficient and representative of the requirements stated within the RFP. Therefore, for the Pod Space, in the event Proposer is only proposing on News & Convenience or Food & Beverage, Proposer is asked to submit a representative design sample including materials and**

Addendum

Rev. 10-2021



**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





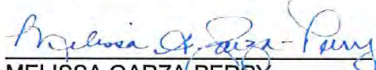
**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

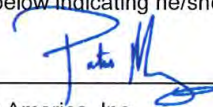
renderings/sketches for the unit that fits into the approximate footprint of square footage designated for each category as set forth above in the LOD attached. In the event this solicitation is awarded to separate Food & Beverage and News & Convenience Proposers, Proposers shall agree to work together in conjunction with the City to establish a cohesive design for the two spaces.

The City is not requiring that Proposers finish all square footage allocated to each category in the Pod location. The square footage provided in the LOD is only representative of the potential development area. Proposer must clearly identify and/or delineate the area Proposer is planning to develop within this footprint. The square footage is meant to establish a general footprint within which Proposers shall use their unique creativity to develop open-air, flow-through style locations that incorporate circulation area and ingress and egress.

Pages 141-142 – RFP – Shall be deleted and replaced with the attached revised LOD.

  
MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 5  
October 28, 2022

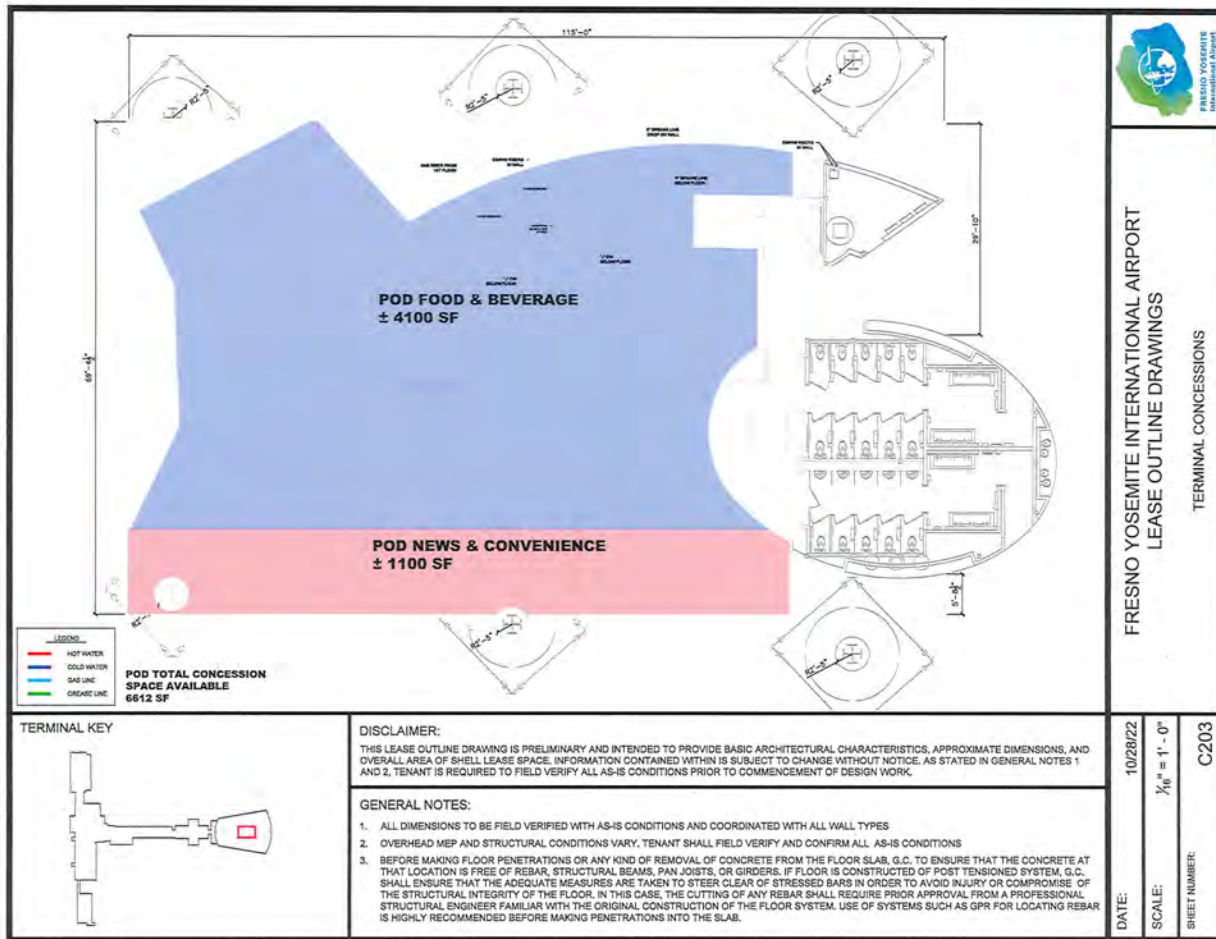
Addendum

Rev. 10-2021

**IFRESNO**

**City of Fresno**  
Airports Department  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)









**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

ADDENDUM NO. 6  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

Additional information provided via PowerPoint

MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 6  
November 17, 2022

Addendum

Rev. 10-2021

**IFRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

AIRPORT CODE: FAT

**ADDENDUM NO. 7  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507**

**NOTICE TO ALL BIDDERS**

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 3, 2023.**

All changes and or clarifications will appear in **bold underlined type.**

DUE DATE OF RFP, COVER PAGE RFP, PAGE 5, PAGE 15, BID OPENING OF 3:00 P.M., JANUARY 3, 2023, shall be deleted and replaced with:

**3:00 P.M., January 10, 2023.**

**QUESTIONS**

Question #1, From Hudson: "Can the City provide LOD's for the Concourse A space POD delineating the space between retail and F&B for those parties considering space category proposal Option 2 (News & Convenience) OR proposal Option 3 (Food & Beverage) ONLY?"

Answer: **See Addendum No. 5 for further information on the layout of Space C203 (Pod). See RFP Exhibit 4 for concept drawings of the Food & Beverage area.**

Question #2, From Hudson: "Can the City please provide an LOD of the Concourse A; Space POD – We'd like to understand how the city is envision the layout between both the F&B and N&C concepts in the space. Right now we see one large space, but not how each of the individual units within that space will be located or positioned."

Answer: **See Addendum No. 5 for further information on the layout of Space C203 (Pod). See RFP Exhibit 4 for concept drawings of the Food & Beverage area.**

Addendum 7



**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

**AIRPORT CODE: FAT**

Question #3, From Hudson: "Can you please confirm which space on the map (Exhibit 2) is designated for C-120? There are currently 6 spaces colored in on the concession space map and it's not clear which is C-120. Can you please also confirm that FAT would like a national branded coffee in this space?"

Answer: Revised Exhibit 2 with space number labels is attached. Yes, City would like a national branded coffee for Space C-120.

Question #4, From Hudson: "Can you please clarify the security deposit amount (SECTION 15.01 FORM OF SURETY)?"

Answer: It is 3 times the monthly rent for all space for Concessions, Support Space, Storage and Office Space. City will determine the actual amount based upon the awarded locations.

Question #5, From Hudson: "What is available for support premises (storage and office space) and where is it located?"

Answer: Support premises is available. See map provided as RFP Exhibit 5 showing locations available for storage.

Question #6, From Hudson: "How and where are deliveries received? What is the path concessionaires need to use to bring products to each space?"

Answer: See map provided as RFP Exhibit 5 for path of travel for deliveries, including newly added storage spaces.

Question #7, From Hudson: "Is there a loading dock? And if so, where is it located?"

Answer: The loading dock is currently located outside of the old pre-screening restaurant area. There will be a newly created storage space for both F&B and N&C in the remodeled area to allow for use of the dock by both F&B and N&C deliveries. See map provided as RFP Exhibit 5.

Addendum 7

**IFRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
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**FRESNO  
YOSEMITE**  
International  
Airport

**AIRPORT CODE: FAT**

Question #8, From Hudson: "Are the F&B spaces currently vented and can we access the vents? If no, are we able to vent the spaces?"

Answer: The only space currently vented is the POD F&B (Space 203). Spaces C120 and C134 can have venting added at Concessionaires expense with approval by City of the roofing vendor.

Question #9, From SSP America, Inc.: "Please provide 2022 monthly sales for each Food & Beverage location?"

Answer: 2022 monthly sales (through October) have been provided as RFP Exhibit 3.

Question #10, From SSP America, Inc.: "With the rise in food costs and construction costs, please consider increasing the pricing to street plus 15%?"

Answer: The City will not consider increasing the pricing to Street plus 15% at this time.

Question #11, From SSP America, Inc.: "Where should the \$5,000 Deposit Check be mailed if a respondent submits electronically?"

Answer: Please submit the check to: Purchasing Office, Attn: Tamra Torrence, Sr. Procurement Specialist, City of Fresno, 2600 Fresno Street, Room 2156, Fresno, CA 93721

Question #12A, From SSP America, Inc.: "C120 and C134 – These spaces have gate doors to the exterior within the footprints. Are these required for operations or code exiting or can they be removed?"

Answer: One door must remain in the store design in order to receive product deliveries via SIDA. Door placement can be moved per final approval by City of Proposer's design plan.

Addendum 7

**IG FRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

**AIRPORT CODE: FAT**

Question #12B, From SSP America, Inc.: "POD F&B - Is there a height restriction?"

Answer: There are no codes or architectural restrictions. The only restrictions would be upon final approval of the design by the City and the Proposer's ability to maintain the location.

Question #12C, From SSP America, Inc.: "POD F&B – There is an existing Flight Information Display at the top of the escalators, is it possible to relocate this?"

Answer: It is possible, provided that the City finds a suitable alternative location for the FIDS.

Question #12D, From SSP America, Inc.: "POD F&B – Are we able to apply new materials/finishes to the back of the restroom core?"

Answer: Proposers are able to submit design plans that apply new materials/finishes to the back of the restroom core, subject to City approval of the finish, location, etc.

Additional Information Regarding Demo of existing facilities:

City will be responsible for the demolition of the existing concession spaces to the studs and will provide stub outs for utilities connections. Outgoing Concessionaire, if any, is responsible for the removal of any fixtures and furniture in the space prior to demolition.

Revised Exhibit 1 to RFP:

Attached is the revised Exhibit 1 to the RFP. It includes a PDF of the tracked changes to show what was updated in the document.

Addendum 7

**IOFRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

**AIRPORT CODE: FAT**

*Melissa Garza-Perry*

MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: *[Signature]*

Company: SSP America, Inc.

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Addendum 7



**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





Purchasing Division - (559) 621-1332 - www.fresno.gov  
2101 G. Street, Bldg. A  
Fresno, California 93706

General Services Department  
Brian Barr, Director

## ADDENDUM NO. 8

### FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS DEPARTMENT Bid File No. 12300507

#### NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **January 10, 2023, 3:00 P.M.**

#### PURCHASING DIVISION

## NOTICE OF RELOCATION

Please be advised that the Purchasing Division has been relocated, formerly located at Fresno City Hall, 2<sup>nd</sup> Floor, Fresno Street, Fresno CA 93721, and will now be housed at the Municipal Service Center (MSC), located at:

**2101 G. Street, Building A  
Fresno, CA 93706**

As we continue to provide bid support, please note you can continue to reach the Purchasing Division at the following telephone number:

**559-621-1332**

**\*\*In person Bid Openings are now held at the above mentioned address\*\***

**\*\*Please send deposits and mail correspondences to the above mentioned address\*\***

City of Fresno

MELISSA PERALES  
Purchasing Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed:

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Bid File No.:12300507  
Addenda No.: 8  
December 12, 2022





**FRESNO  
YOSEMITE**  
International  
Airport

**AIRPORT CODE: FAT**

**ADDENDUM NO. 9  
FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS AT  
FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL  
Bid File: 12300507**

**NOTICE TO ALL BIDDERS**

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., January 10, 2023.**

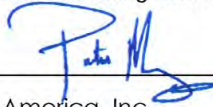
All changes and or clarifications will appear in **bold underlined type.**

DUE DATE OF RFP, COVER PAGE RFP, PAGE 5, PAGE 15, BID OPENING OF 3:00 P.M., JANUARY 10, 2023, shall be deleted and replaced with:

**3:00 P.M., January 17, 2023.**

  
MELISSA GARZA-PERRY  
Airports Properties Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: 

Company: SSP America, Inc.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

January 9, 2023

Addendum 8

**IFRESNO**

**City of Fresno**  
**Airports Department**  
4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)





**FRESNO  
YOSEMITE**  
International  
Airport

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**AIRPORT CODE: FAT**

Addendum 8

**IO FRESNO**

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**City of Fresno**  
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4995 E Clinton Way,  
Fresno, California 93727-1525  
(559) 621-4500  
[flyfresno.com](http://flyfresno.com)



Proposer's Name SSP America, Inc.  
(Submit within 3 days after Proposal opening)

**FORM 10: DBE DATA REQUEST**

This information is being gathered for informational purposes only and failure to provide this information will have no impact whatsoever on the evaluation of your bid or proposal.

**All information submitted on this form is subject to review by the DBE Coordinator**

Commitment Percentage: 30%

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation could make this bid non-responsive.

Proposer/Authorized Representative Signature: \_\_\_\_\_

Title: Deputy Chief Executive Officer Date: 1/3/23



(Submit with Proposal)  
Proposer's Name SSP America, Inc.

FORM 11: DISCLOSURE OF CONFLICT OF INTEREST

FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,  
AIRPORTS DEPARTMENT


REQUEST FOR PROPOSALS NO. 12300507

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional page(s) attached.

Signature 

Date 1/3/23

Pat Murray  
(name)

SSP America, Inc.  
(company)

20408 Bashan Drive, Suite 300  
(address)  
Ashburn, VA 20147  
(City state zip)





## AGREEMENT COMMENTS

SSP America does not have any comments on the Agreement at the time of the proposal submittal. As circumstances change throughout the award and buildout process, SSP America may want to reconsider the terms of the Agreement through mutually agreed upon discussions in partnership with the city.



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 16: CONCESSION AGREEMENT DRAFT ACKNOWLEDGEMENT**

On behalf of SSP America, Inc. (the "**Company**"), the undersigned, acknowledges that the Company has had access to a draft Concession Agreement which is being included as part of this Request For Proposals ("**RFP**") to all prospective concessionaires for Fresno International Airport ("**FAT**"). The Company hereby confirms that the Company will agree to all the provisions set forth in the draft Concession Agreement, inclusive of all of the specific requirements, rules and regulations applicable to operating at FAT and the requirements of the City of Fresno. By submitting a Proposal in response to this RFP, the Company hereby acknowledges and agrees that the schedule to complete all design work, have plans approved, obtain requisite permits and complete the construction and fit out of the Units is absolutely critical and the Company hereby agrees to use its best efforts and all available resources to ensure that the Units are open for business on the scheduled Opening Dates as set forth in the RFP and in the Proposed Business Terms.

Should the Company have any comments with respect to any of the terms and provisions of the draft Concession Agreement, such comments must be included as part of the Company's proposal in response to the RFP. Comments which require substantive changes to the draft Concession Agreement will not be accepted and the nature and extent of any such comments submitted will be factored into the scoring by the Evaluation Committee.

The Company hereby agrees to: (i) immediately commence design work on notice of the award (and before the Concession Agreement is executed) so that plans are approved, permits are obtained and construction is completed and the Unit(s) are ready to be open for business on the Opening Date; and (ii) execute the proposed Concession Agreement in the form of the draft Concession Agreement made available. Should the Company fail to either immediately commence design work within 7 days of the notice of award or sign the Concession Agreement within 30 days of submission, then at the election of FAT, the Proposal Guaranty shall be forfeited, and FAT shall have the right to negotiate with other prospective concessionaires.

**FOR THE COMPANY:**

SSP America, Inc.  
*[Insert name of proposing company]*

BY: 

TITLE: Deputy Chief Executive Officer

DATE: 1/3/23



ACKNOWLEDGMENT

State of Virginia

County of Loudoun

On 11/3/23 before me, Patrick Murray, Deputy Chief Executive Officer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)







3

TENANT MIX & CONCESSIONS PLAN



NARRATIVE



Established in 2010, Mad Duck Craft Brewing Co. delivers a unique and energetic identity that only a local craft brewery can. Envisioned as a true American neighborhood pub for locals and families to gather, Mad Duck Brewing Co. expands their fresh artisanal approach to chef-driven eats and brewer-driven drinks so that local and transitory travelers alike can share in an experience truly representative of Fresno.

Nestled in the North end of the concourse you are immediately captured by the giant namesake of the brewery. An iconic duck is placed above an open and expansive bar area that is visible from the lower level, the escalators, and down the concourse drawing travelers to the location as a keyway finding point. It is also intended to provide a whimsical invitation to experience this open concept playing from key elements of a craft brewery. Feature components of a craft brewery are on full display through the expansive chair rail and bar seating in the form of two faux wooden brewers' barrels. These brewers' barrels serve as a focal point to the bar allowing patrons on all sides to view the ample taps and selection of spirits on display. The richness of the wood grain is carried throughout in an airy wood frame that defines the space while keeping an open concept.

The theme of a craft brewery is further accentuated in the warmth of materials throughout in the dorm of wood, brick, and tile to showcase the sense of a renovated industrial space with a neighborhood sense of character. Additional features include a prominent host stand, expansive seating options for individual and group travelers, a merchandise wall, and a focal wall feature at the rear of the restaurant featuring stacked craft beer kegs. The expansive bar and chair rail allow for additional seating and availability for those who wish for quick service or to relax and catch a game on multiple televisions.

Mad Duck Craft Brewing Company is sure to quickly become a destination within the airport and reinforce a sense of community and place, leaving one last impression of great food, great beer, great cocktails, and Fresno.



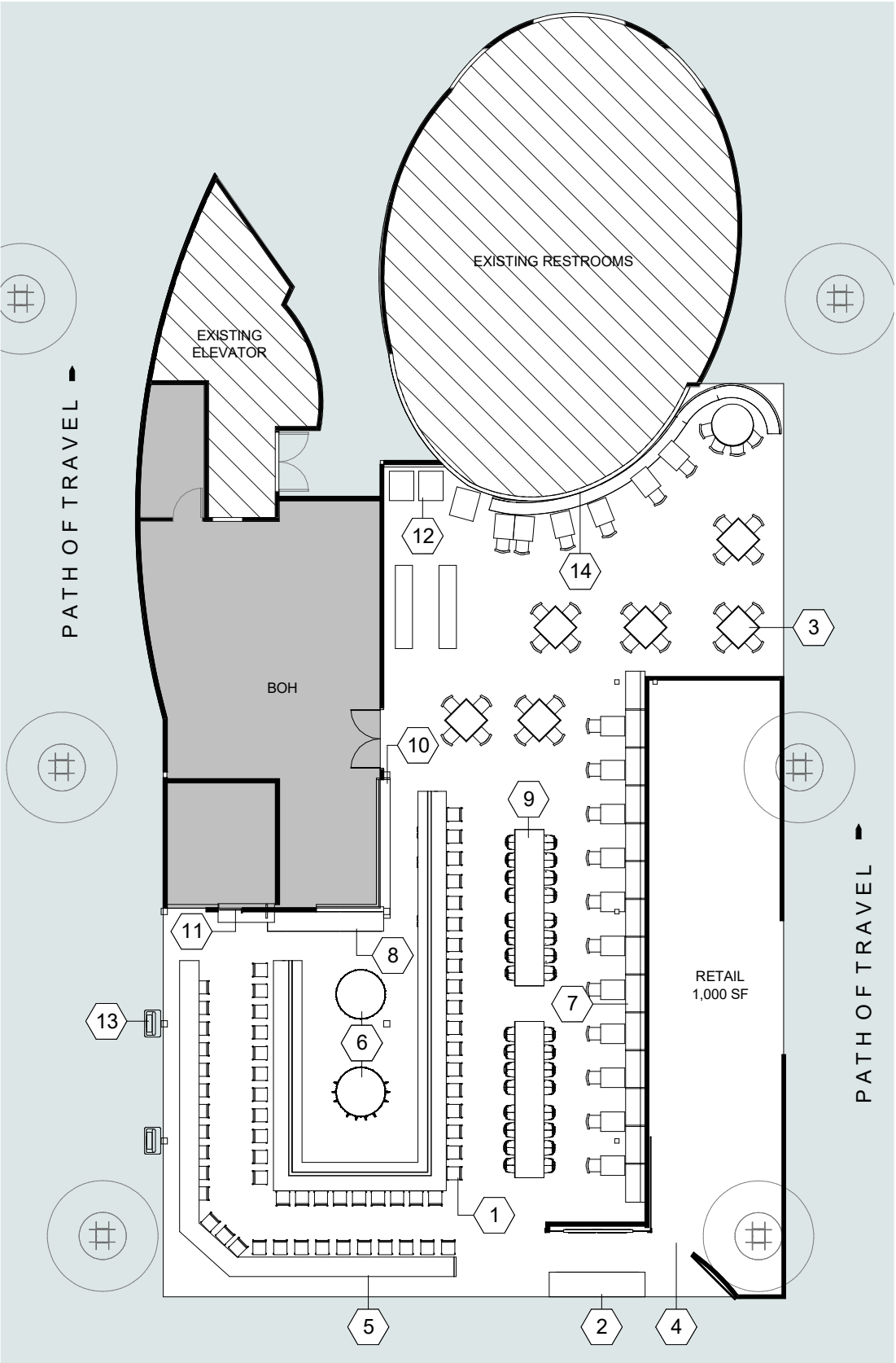
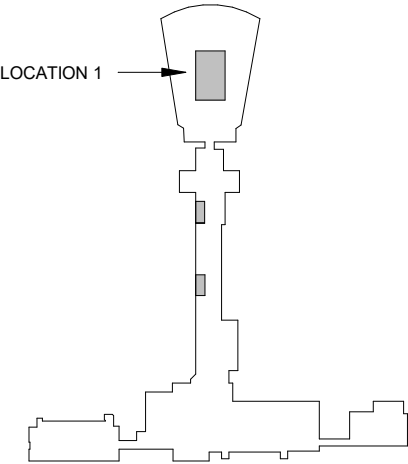


FLOOR PLAN

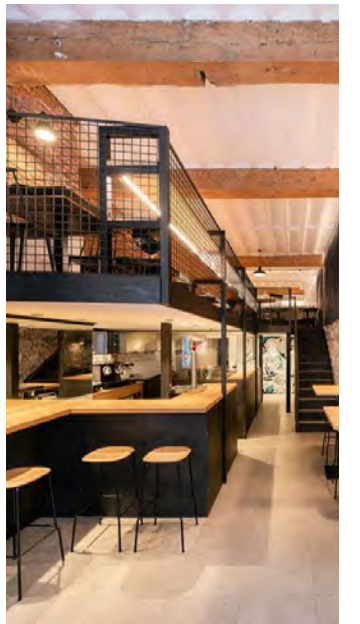
LEGEND

VALUE	DESCRIPTION
1	BAR
2	HOSTESS STAND
3	FOUR TOPS SEATING
4	RETAIL ENTRY
5	CHAIR RAIL
6	BEER TAPS
7	BOOTH SEATING
8	LIQUOR AND BEER DISPLAY
9	COMMUNAL TABLES
10	MERCHANDISE
11	TO GO
12	ARCADE GAMES
13	KIOSK
14	FEATURE WALL

KEY PLAN







FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF  
FULL SERVICE RESTAURANT W/BAR  
CONFIDENTIAL AND PROPRIETARY





RENDERING



FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF  
FULL SERVICE RESTAURANT W/BAR  
CONFIDENTIAL AND PROPRIETARY





RENDERING



FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF  
FULL SERVICE RESTAURANT W/BAR  
CONFIDENTIAL AND PROPRIETARY





RENDERING



FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF  
FULL SERVICE RESTAURANT W/BAR  
CONFIDENTIAL AND PROPRIETARY





RENDERING



FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF  
FULL SERVICE RESTAURANT W/BAR  
CONFIDENTIAL AND PROPRIETARY





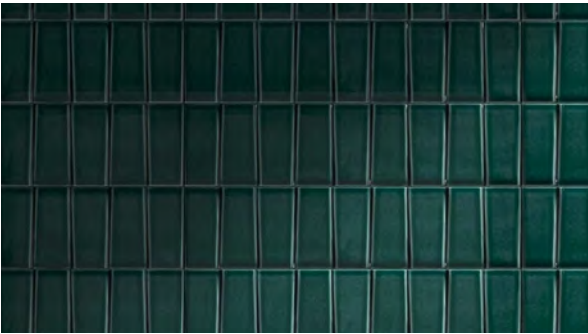
MATERIALS BOARD



DESIGN FEATURE |  
Barrels



WALLS | BRICK VENEER  
Black Brick



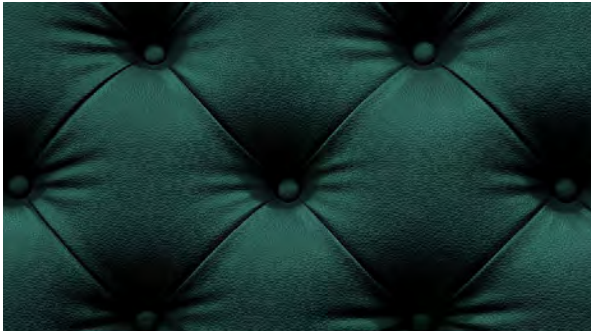
WALLS | TILE  
Tilebar- Colorplay Steps Emerald



COUNTER | METAL  
Iron Countertop



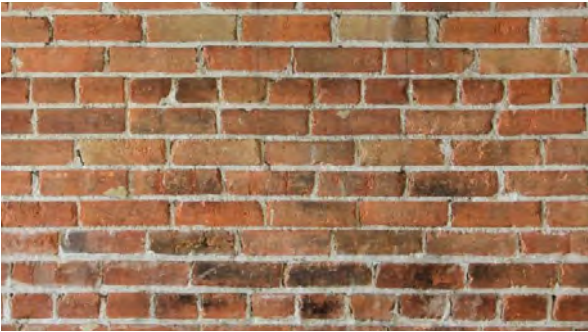
WALL | TILE  
Ann Sacks- Montagna dArgento



SEATING |  
Hunter Green Leather



FURNITURE | WOOD  
Wood Table



WALLS | BRICK VENEER  
Red Brick



WALLS | PAINT  
Green Paint



ARCHITECTURAL FEATURE |  
Wood Beams



WALL BASE | METAL  
Gold Metal



LIGHT FIXTURES |  
Yellow Light Pendant



LIGHT FIXTURES |  
Green Sconce Lights



LIGHT FIXTURES |  
String Lights

FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 1\_MAD DUCK CRAFT BREWING CO.

SEAT COUNT 165 4100 SF

FULL SERVICE RESTAURANT W/BAR

CONFIDENTIAL AND PROPRIETARY





NARRATIVE



Drawing on their national reputation for exceptional coffee Peet's is conveniently situated in the ideal location of the concourse and offers passengers the ability to get a quick coffee, meal or snack on the go. An expansive open front entry is accentuated by an inset tiled sign band accentuating the Peet's logo as a quick reference for travelers on the go. Wood covered columns provide a warm accent to the distinct mosaic floor transition between the concourse inviting guests into the interior showcasing the large white quartz walk up counter. Prominent features along the counter display the ease of the walk up Grab and Go transitioning to two point of sale stations. A commercial Espresso machine anchors the counter with an expansive pick-up area and condiment station. Large digital menu boards behind the counter prominently feature Peet's favorites and seasonal offerings while the preparation area is in full view allowing for transparency as well as entertainment as travelers anticipate the preparation of their order. Peet's is sure to be a favorite stop for any traveler craving the delicious brews that Peet's is renowned for!

FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 2\_PEET'S

SEAT COUNT N/A    842 SF

GOURMET COFFEE

CONFIDENTIAL AND PROPRIETARY

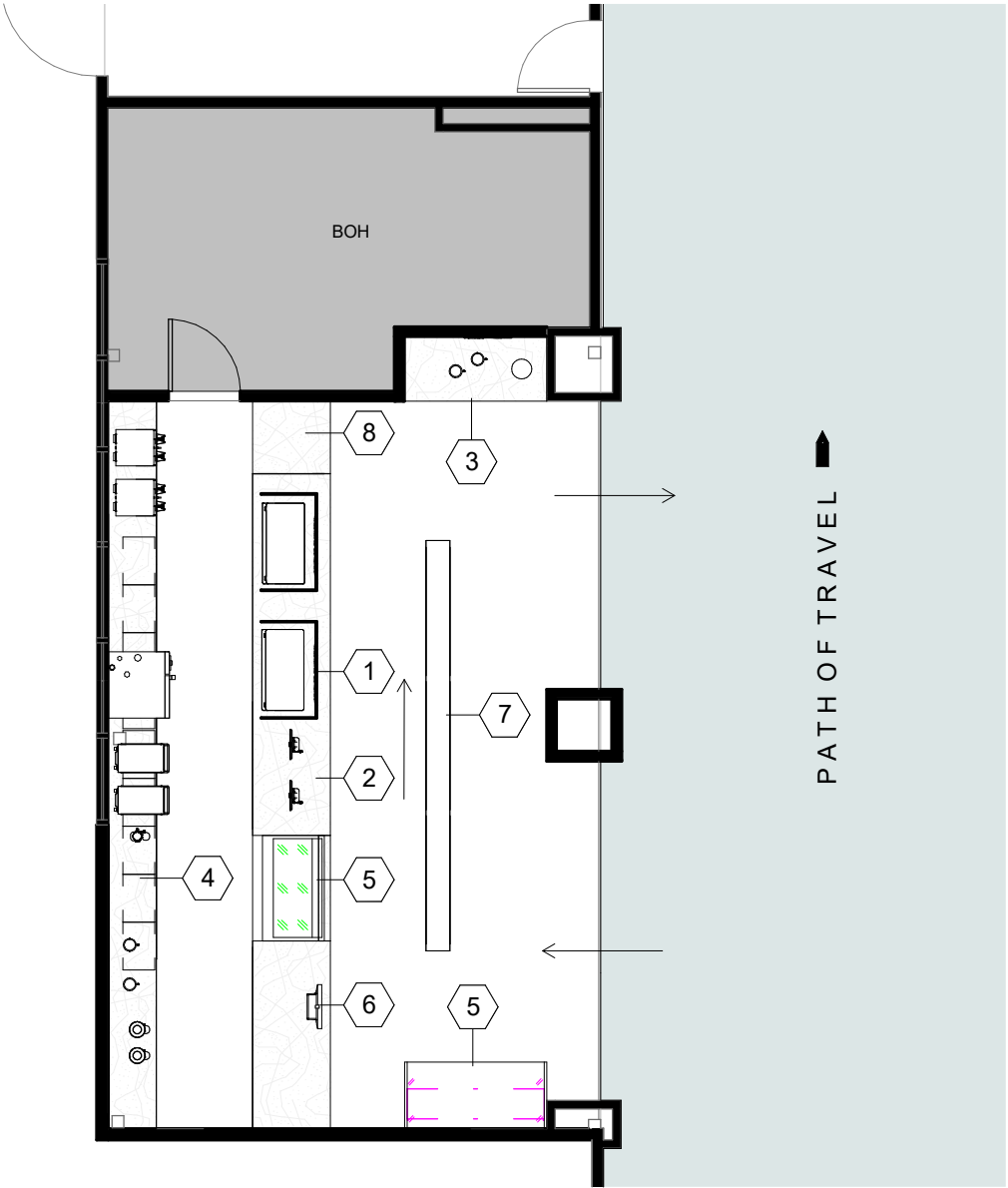
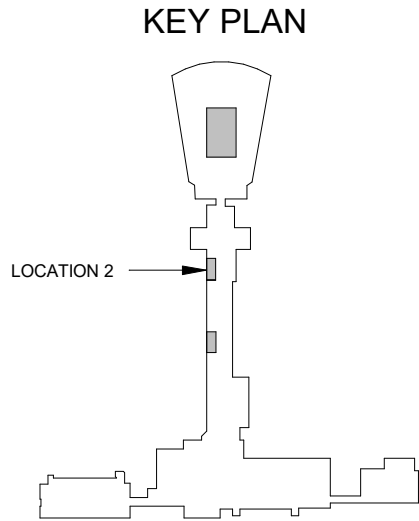




FLOOR PLAN

LEGEND

VALUE	DESCRIPTION
1	ESPRESSO MACHINE
2	POINT OF SALE STATION
3	CONDIMENTS/TRASH STATION
4	PREPARATION AREA
5	GRAB AND GO
6	SELF-ORDER KIOSK
7	MERCHANDISE
8	PICK-UP AREA







FRESNO FOOD AND BEVERAGE PACKAGE  
LOCATION 2\_PEET'S

SEAT COUNT N/A 842 SF  
GOURMET COFFEE  
CONFIDENTIAL AND PROPRIETARY







FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 2\_PEET'S

SEAT COUNT N/A     842 SF

GOURMET COFFEE

CONFIDENTIAL AND PROPRIETARY



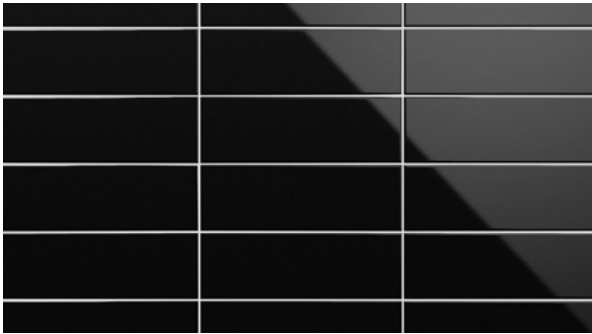
MATERIALS BOARD



WALLS | WALL COVERING  
Mosaic Tribal Design



WALLS | TILE  
Tilebar- Nabi Glacier White



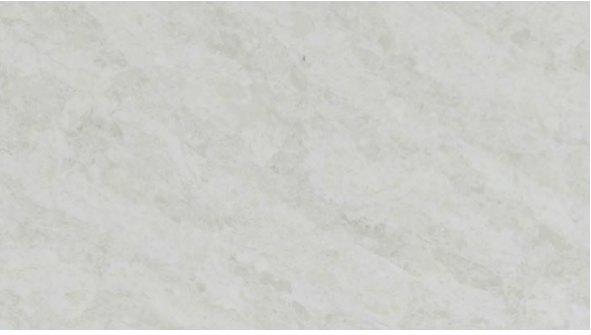
WALLS | TILE  
Tilebar- Park Hill Black



WALLS | WALL COVERING  
Cosenza- Frosty



FLOOR | TILE  
Cubes A Sencillo



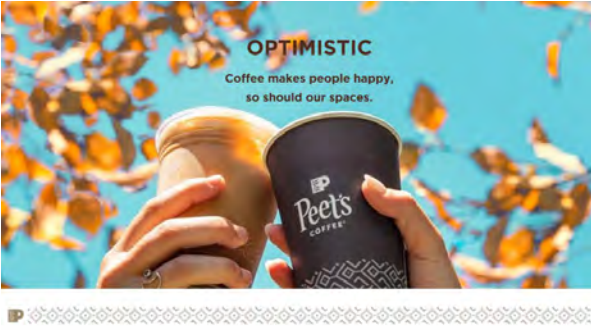
COUNTERTOP | QUARTZ  
Vicostone- Diamante BQ8778



WALLS | WOOD PANEL  
WOOD PANELS



LIGHTING FIXTURE | PENDANT  
Kaiser Idell 6722



GRAPHICS |  
Peet's Graphics

FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 2\_PEET'S

SEAT COUNT N/A     842 SF

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NARRATIVE



Situated at Location 3 along the main concourse, Ike's Love & Sandwiches delivers on both promises. Established in San Francisco in 2007 as a way of sharing Ike's love for bringing people together over amazing food, Ike's is quickly expanding its national footprint and capturing the hearts of many. The open concept of the walk-up counter service frames an urban deli with highlights of Ike's signature signage and sayings prominently displayed. Large menu boards present a fresh variety of established favorites and customizable orders offer a limitless number of choices for delicious eats. Whether choosing to stick with the signature "Dirty Sauce" and Dutch Crunch bread or opting to create your own order you will be welcomed with smiles and a deep expansive counter for service and ease of queuing. The open concept allows travelers to watch their food being prepared and anticipating its completion or select from the refrigerated self-service for ease of mind while on the go. Ike's Love & Sandwiches is sure to be an airport favorite.

FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 3\_IKE'S SANDWICHES

SEAT COUNT N/A    787 SF

FULL SERVICE

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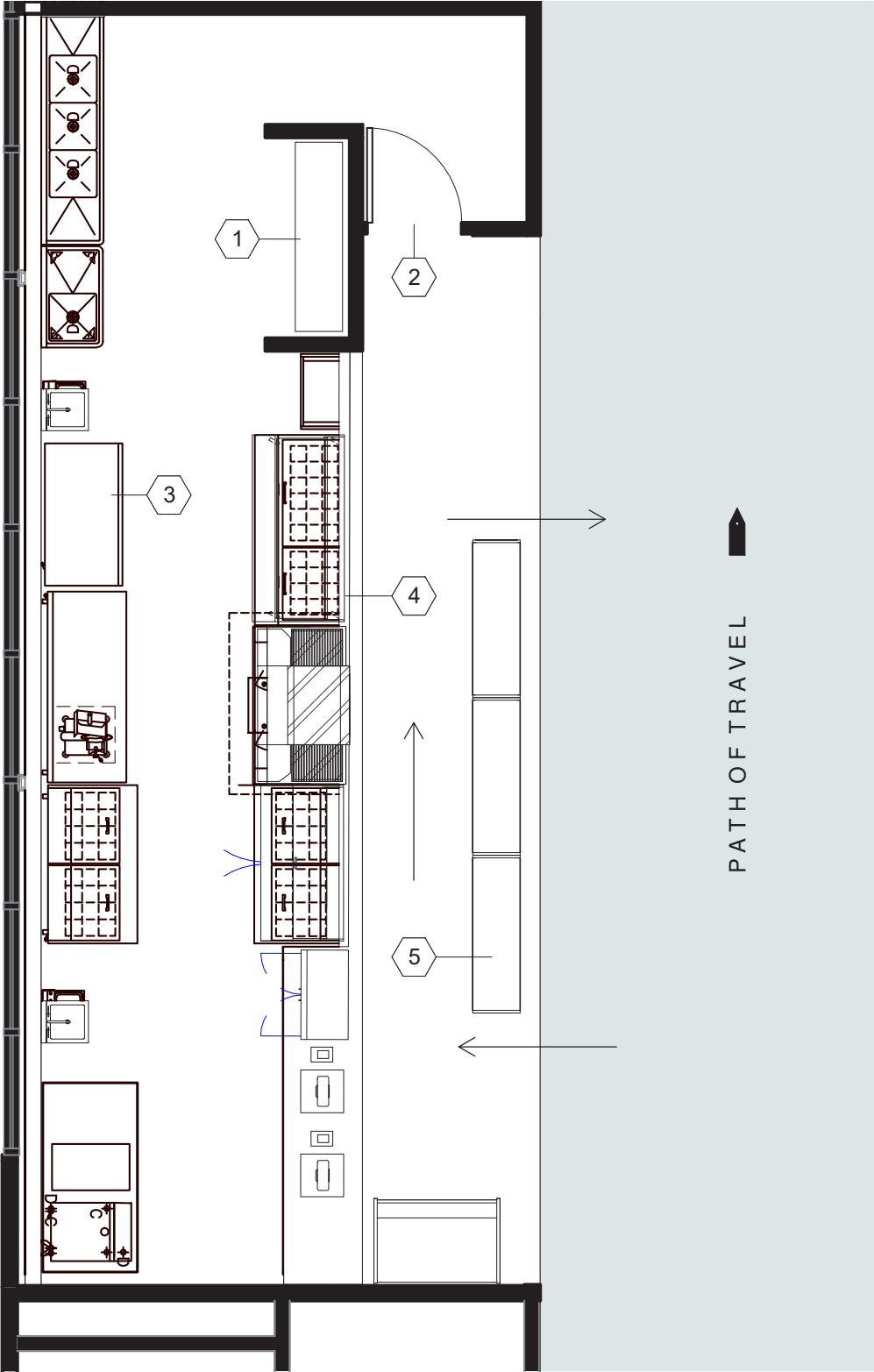
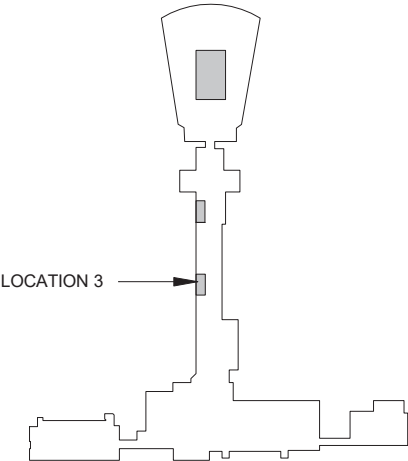
FLOOR PLAN

LEGEND

VALUE                      DESCRIPTION

- 1                      STORAGE RACK
- 2                      EMPLOYEE ENTRY
- 3                      CAPPUCCINO MACHINE
- 4                      SANDWICH PREP
- 5                      PACKAGED GOODS

KEY PLAN



FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 3\_IKE'S SANDWICHES

SEAT COUNT N/A    787 SF

FULL SERVICE

CONFIDENTIAL AND PROPRIETARY







FRESNO FOOD AND BEVERAGE PACKAGE

LOCATION 3\_IKE'S SANDWICHES

SEAT COUNT N/A 787 SF

FULL SERVICE

CONFIDENTIAL AND PROPRIETARY









# MAD DUCK CRAFT BREWING CO. & BABY DUCK

CONCOURSE A, SPACE POD



## Chef-driven eats + brewer-driven drinks

### The Brand Story

Owned and operated by Alex Costa and his friends, The Mad Duck opened its doors in Clovis in 2010 with a simple mission to make their guests happy one great day at a time. And, while “great beer, great food and great cocktails” are always on order at Mad Duck—guests need to finish with great memories. If every part of the experience is great, the memories will be great too. Costa wants to give his guests all of it.

That simple philosophy has grown the business to two more locations in Campus Pointe and Northwest, with each retaining the same neighborhood, local community feel, backed by their award-winning craft brews and farm-to-table, chef-driven plates. Costa often notes that when he and the team first started—they were all little more than kids. Now, their own kids are being raised at The Mad Duck. It's their other home—where his family gather and enjoy food, beer and most importantly, each other. A true neighborhood pub.

Designed specifically for the Space POD location, the Mad Duck Craft Brewing Co. full-service bar and casual dining restaurant, and integrated, “Baby Duck” quick serve component, are delighted at the opportunity to make Concourse A their newest neighborhood. A relaxed and approachable culinary driven pub serving fresh-forward, chef-driven plates, craft beers on draft and cocktails in a casual, welcoming environment.





## Rationale & Justification

Enhance overall program	Exceptional, award-winning, local craft brewer offering an unparalleled, local craft beer experience.
Enhance passenger experience	Modern-day brewer for modern times. Delivers true sense of place, taste of place and only-in-Fresno experience.
Relevance to FAT passengers and other Airport users	Modern, casual restaurant and craft brew house serving exceptional local beer and locally focused plates—appeals to all travelers. Menu meets all dietary preferences and price points.
Maximize sales for FAT	Full-service restaurant and bar with approachable, menu. Optimized for the airside environment. Concept will work day and night for all traveler's needs.



## Meet the Brand

*"It all started out as a simple concept: we wanted The Duck to be a pub. An all-American pub with great food, great beer and great craft cocktails. Our vision was not complicated, be proud of what you do; do it with care, make it excellent. This is still our guiding principle today: take pride and find joy in all that you do! Now, after more than ten years, never could we have imagined what our dear Baby Duck would grow to become. This place, the Duck, it is our other home- a place for our friends and family, a place for your friends and family. An amazing place to gather and enjoy fantastic food, hand-crafted brews, and, most importantly, one another."*

*– Alex Costa, Owner*





## Bringing Mad Duck to FAT & meeting the passenger's needs

Designed specifically for FAT's Concourse A Space POD location, SSP is proposing Mad Duck Craft Brewing Co. as a full-service bar and casual dining restaurant, with an integrated, "Baby Duck" quick serve restaurant designed specifically for passengers on the go.

At the centerstage full-service bar, Mad Duck will serve as an out-and-out craft brew destination. From the award-winning Hopical Paradise, a California State Fair "Gold" winner for 2019, through to the dry-hopped Honey Pot Blonde ale, the "baby IPA" Citra Pale Ale boasting big tropical flavors, and the light creamy Oplulence Oatmeal Stout with hints of coffee and chocolate—Mad Duck's best and the brightest beers will be available here. Modeled after Mad Duck's original taproom in Clovis, bartenders will help to educate and guide guests through the roster of exceptional drafts and bottles. A line of call and top-shelf artisan spirits imported draft and bottled beers, as well as premium wines available and a selection of soft drinks.

For hungry travelers, Mad Duck will offer a range of small plates, breakfast plates, custom sandwiches, salads and bar snacks throughout every day-part. From Steak & Poblano Enchiladas, Fried Egg & Bacon Sandos and Breakfast Burritos throughout the morning, to Fish & Chips, Nashville Fried Chicken, and tender pulled pork Cuban Sandwiches, to big healthy salads, hand-patted burgers and specialty finger foods, there's a quick meal or snack for all passengers to enjoy. From the integrated "Baby Duck" passengers can order any menu item to be freshly prepared and packed to go.



Serving all day-parts, Mad Duck's menu has been developed to meet the diverse needs of today's traveling public and includes options sensitive to most cultural and dietary needs, including low-calorie, low fat, and smaller portion options; as well as vegetarian and gluten-friendly options. Also reflective of the needs of today's family routines, Mad Duck's menu will include options appropriately sized and priced for children. Mad Duck's menu offers options for all price points and budgets and includes discount/value meal options. Should SSP America be awarded a contract at FAT, SSP will work closely with Airport management to ensure the restaurant is offering an optimum mix of menu items, reflective of customer needs and preferences.

All menu items will be available to go and served in disposable, easy-to-carry, flight-friendly packaging aligned with FAT's commitment to environmental sustainability.



CONFIDENTIAL AND PROPRIETARY



# Concept Fit

- **Relevance for FAT's customers and the Concourse A location**— Mad Duck Craft Brewing Co. brings a locally owned and operated brand serving craft brews and scratch made, chef-driven dishes. Menu includes a wide range of regionally focused dishes with something for everyone. Concept built for speed.
- **Complement the tenant neighborhood**— Mad Duck delivers a locally-loved modern brand serving easy to please, award-winning craft brews backed by an all-American menu with regional flavors. One-stop convenience for the Concourse A tenant neighborhood.
- **Staying on trend and relevant for FAT**—The key to industry success is innovation, and Mad Duck has proven an ability to innovate and meet their customers' needs since the day the first craft brews were poured. Taking a rounded approach, each beer that is produced is done so based not only on demand for the product, but also for its balance on the menu with brewing styles and ingredient variations. As craft beer producers, Mad Duck is finely tuned to adjustments in the market, allowing them to always be on top of trends and able to adjust to changing needs as the markets dictate.







## Creating a Sense of Place

Industry experts agree that local products and local flavor is important at the airport as a reflection of the city. This value permeates the airport experience and is closely linked to nearly every other value throughout the passenger's experience. For Concourse A, Mad Duck Craft Brewing Co. brings a leading, Fresno community brewer who has put Mad Duck brews on the regional culinary map.

Owner Alex Costa offers guests a true taste of the San Joaquin Valley region with his exceptional, award-winning seasonal and specialty craft beers. Mad Duck Craft Brewing Co. will be a celebration not only of Fresno's unique brew culture—but also, the region's culture of hospitality and strong sense of community. Mad Duck promises to bring passengers the unparalleled pleasure of enjoying local specialties the way the natives do—sense of place, bar none.

And though we can't guarantee you'll see Alex Costa and friends' kids running around Concourse A, classic arcade games like Duck Hunt and Golden tee and a bar-full of TVs aim to establish Mad Duck as the tenant neighborhood's interactive hang-out spot.

## Integrated technology

In keeping with FAT's commitment to enhancing the passenger experience, SSP America has designed the Mad Duck location to include world-class technological innovations. SSP's technology systems are based on delivering flexibility to a diverse passenger base who have varying technology requirements. Our systems address three steps in the guest experience: menu review, order, and pay. Examples include At Your Gate ordering and delivery app, QR coded menus, order at table service, virtual kiosks, physical kiosks and line busters.



## BREAKFAST

### Steak & Poblano Enchiladas \$23

Grilled steak wrapped in flour tortillas with fire roasted guajillo-chili sauce, pepper-jack cheese, fresh jalapeño pico, sour cream, avocado topped with two pan-fried eggs

### Fried Egg & Bacon Sando \$16.50

Three pan fried eggs, smoked bacon and melted cheddar on grilled thick cut fresh sourdough, served with breakfast tots

### Breakfast Burrito \$13

Your choice of smoked bacon, ham or pulled pork wrapped in a flour tortilla with breakfast tots, jalapeño pico and cheese.

*Try it topped with fresh sour cream and fire roasted guajillo-chili sauce +2*

### Steak & Eggs / 3 Egg Omelet \$23/\$19.50

Marinated steak, grilled to your liking served with two eggs any style, breakfast tots and choice of fresh sourdough toast, or seeded hearth-style toast.

### Avocado Toast (v) \$13

*\*Available on gluten-free bread +\$1*

Seeded hearth-style toast, topped with smashed avocado, a pinch of chili flakes, EVOO, dressed arugula, cherry tomato halves and a pan-fried egg.

### Chilaquiles \$17.50

Freshly made tortilla chips with pulled pork, fire roasted guajillo-chili sauce, jalapeño pico, avocado, and finished with a pan-fried egg.

## BURGERS

*\*All Burgers available on a gluten-free bun (gf) +\$1*

*\*All burgers available with veggie patties (v) +\$1*  
Burgers served with choice of fries, tots or coleslaw

### Smashburger \$16.50

A double stack of smashed patties and melted American cheese, topped with sliced pickles and our own burger sauce.

### California Mad Burger \$17.50

Simple and great, avocado, bacon & American cheese or fresh bun

### Backyard Burger \$17.50

BBQ sauce, cheddar cheese, bacon & stacked onion rings or a fresh bun

### Patty Melt \$16.50

Caramelized onions, melted American cheese and burger sauce on grilled fresh sourdough

## DESSERT

### Oreo Peanut Butter Pie (v) \$8.50

Made fresh and topped with whipped cream and chocolate sauce.



## FINGER FOODS

### Deviled Eggs (gf) \$9.50

Our classic deviled eggs, with crumbled bacon, green onions and spicy sriracha drizzle for those who like them spicy.

### Buffalo Chicken Dip \$11

Our addictive combination of hot sauce, cream cheese, and diced chicken. Served with fresh tortilla chips for dipping.

### Steak Bites (gf) \$16.50

Tender, marinated grilled steak morsels with chimichurri sauce & Sriracha.

### Mini-Beef Sliders x3 \$14

American cheese, chimichurri aioli and caramelized onions on a fresh sweet onion bun

### Wings \$16.50

Choose how you like 'em- Mild, Hot, BBQ or Nashville style, served with Bleu Cheese or Ranch and fresh cut carrots.

### Loaded Tots \$11

Our beloved tater tots, topped with beer cheese sauce, crumbled bacon, sour cream, avocado and jalapeño pico.

### Onion Rings (v) \$7.50

Served with Cajun Remoulade dressing or Ranch

### Bavarian Pretzel (v) \$11

Served warm, with house-made beer cheese sauce and beer mustard

## KIDS

### Kid Cheeseburger \$8.50

Keep it simple, melted American cheese and ketchup, served with your choice of frozen grapes, fresh apples, French fries or tater tots and a drink

### Kid Nuggets \$8.50

Boneless chicken nuggets, with your choice of frozen grapes, fresh apples, French fries or tater tots, don't forget your favorite sauce for dipping.

### Kid Grilled Cheese (v) \$7.50

Melted American cheese, grilled buttered sourdough and your choice of frozen grapes, fresh apples, French fries or Tater tots

## SALADS

### Steak Salad \$19.50

Mixed greens, marinated grilled steak, red onions, tomatoes, crumbled Bleu cheese & croutons tossed in light balsamic vinaigrette

### Walnut & Field Green (gf)(v) \$14

Mixed greens with toasted walnuts, Bleu cheese & julienne apple in a light balsamic vinaigrette

### Cobb Salad (gf) \$19.25

Chopped romaine lettuce topped with grilled diced chicken, bacon, avocado, tomato, chopped eggs & Bleu cheese crumbles

### Waldorf w/ Chicken (gf) \$17.50

Mixed greens, Waldorf chicken salad with walnuts, grapes, crisp apples, celery and diced grilled chicken breast.

## ENTREES & SANDOS

*\*All Sandos available on a gluten-free bun +\$1*

*All sandos served with choice of fries, tots or coleslaw*

### Fish & Chips \$17.50

Mad Duck Blonde Ale battered Atlantic Whitefish filets fried golden, served with a house-made tartar sauce, fresh lemon wedges

### Crispy Chicken & Fries \$15.25

Traditional crispy chicken tenders lightly battered with your choice of dip

### Steak Sando \$19.50

Marinated grilled steak, chimichurri aioli, Swiss cheese and caramelized onions on a grilled fresh hoagie.

### Nashville Chicken \$18.50

Crispy chicken breast brushed with hot spices, topped with southern style creamy coleslaw and pickles to balance the heat, served on a toasted sweet bun

### Buffalo Chicken \$18.50

Grilled chicken breast, topped with melted Swiss, your choice of hot or mild Buffalo sauce and smoked bacon on fresh bun.

### Cuban \$17.50

Tender pulled pork, sliced ham, Swiss cheese with yellow mustard & tangy pickle slices served on a grilled hoagie.

## BEVERAGES

\$3.50 - \$4.25

Coffee

Hot Tea

Orange Juice

Apple Juice

Iced Tea

Assorted Fountain Soft Drinks

Bottled Water

gf - gluten free v - vegetarian vg - vegan

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.





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### PRE-PACKAGED TO-GO

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<b>Cobb Salad Wrap</b>	<b>\$15</b>
Our classic Cobb Salad in a Spinach tortilla wrap	
<b>Deviled Egg Sando (v)</b>	<b>\$15</b>
Classic deviled egg salad, extra bacon and fresh sourdough	
<b>Waldorf Chicken Sando</b>	<b>\$15</b>
Seeded Heart-style bread	
<b>BLT&amp;A</b>	<b>\$15</b>
Crispy smoked bacon, dressed arugula, tomatoes, avocado and chimichurri aioli of seeded hearth-style bread	

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### PRE-PACKAGED SNACKS

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**\$2.25-\$6.95**

<b>Chips, Pretzels, Popcorn (gf)(vg)(v)</b>
Chex Mix, Gardetto's, Lays, Pringles, Arizona Snack Co, Kind
<b>Protein, Energy Bars (gf)(vg)(v)</b>
Balance, Harvest

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### TO-GO BEVERAGES

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**\$3.50 - \$4.75**

**Bottled Water**  
**Assorted Bottled Soft Drinks**  
**Tropicana Juices – Orange, Apple or Cranberry**  
**Naked Juice Varieties**  
**Bottled Coffee Drinks**  
**Red Bull**

gf – gluten free v – vegetarian vg – vegan

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.



# Craft Cocktails

\$12.00 - \$16.50

## STRAWBERRY GINGER MULE

Tito's vodka, fresh ginger, lemon, simple syrup, ginger beer

## BLUEBERRY ELDERFLOWER LEMONADE

Stoli blueberry vodka, elderflower liqueur, fresh blueberries, lemon juice, simple syrup, lemonade

## GRAPEFRUIT ROSEMARY SPRITZ

Nolet's Gin, Noninno Amaro, rosemary syrup, grapefruit juice, champagne

## DARK RUM OLD FASHIONED

Zacapa rum, Cointreau, brown sugar syrup, old fashioned bitters, orange bitters

## EL VIEJITO

Luna Azul reposado, Ancho Reyes chili liquor, jalapeño-agave simple syrup, orange bitters, lime juice

## RUSTY COPPER MUG

Monkey Shoulder whisky, Drambuie, ginger beer, lemon juice

## SPICED APPLE MULE

Tito's vodka, apple brandy, honey syrup, ginger beer, apple cider

## WINTER PEARADISE

Grey Goose Le Poire, pear nectar, smoked cinnamon bitters, vanilla syrup, lime juice

## BARREL AGED OLD FASHIONED

Whiskey, Luxardo, old fashioned bitters, cherry bitters

## BARREL AGED BLACK WALNUT MANHATTAN

Whiskey, walnut liqueur, black walnut bitters

## SPIRITS

\$12.50 - \$15.95

### GIN

Hendrick's  
Bombay Sapphire  
Tanqueray

### LIQUEUR

Bailey's  
Fireball  
Kahlua

### COGNAC

Hennessey VS

### RUM

Bacardi Silver  
Captain Morgan  
Malibu Coconut

### TEQUILA

1800 Silver  
Don Julio  
Patron Silver

### VODKA

Grey Goose  
Absolut  
Ketel One  
Tito's

### WHISKEY (BOURBON)

Woodford Reserve  
Basil Hayden's  
Elijah Craig  
Bulleit Bourbon  
Maker's Mark  
Jack Daniels

### WHISKEY (SCOTCH)

Glenfiddich 12  
Johnnie Walker Black

### WHISKEY (CANADIAN)

Crown Royal

### WHISKEY (IRISH)

Jameson

### WHISKEY (RYE)

Bulleit Rye



## MAD DUCK CRAFT DRAFT BEER

\$7.50

### HONEY POT BLONDE (ABV ~ 5%)

California style dry-hopped blonde ale

### CITRA PALE ALE (ABV ~ 5.8%)

Dry-hopped American pale ale

### IPA (ABV ~ 7%)

Classic dry-hopped California IPA

### PUB ALE (ABV ~ 5.2%)

American amber ale

### ALMOND BROWN ALE (ABV ~ 5.4%)

Classic American brown ale

### OPULENCE (ABV ~ 5.7%)

Oatmeal stout

### HOPICAL PARADISE (ABV ~ 4.8%)

Dry-hopped American style wheat beer

### MOHAZEIC (ABV ~ 7%)

Hazy New England IPA

### EL PATO LOCO (ABV ~ 4.8%)

Mexican style lager

### SEASONAL DRAFT ALE

Rotating seasonal beer



## WINES

\$ 8.50- \$13.00 / glass



### WINE ON TAP

Special selection red  
Special selection white/rosé

### REDS

Angeline Cabernet  
Hope Family Wines Treana School  
Cabernet  
Cru Pinot Noir

### WHITES

Angeline Chardonnay  
Hope Family Wines Treana Chardonnay  
Cru Chardonnay  
Seaglass Pinot Grigio  
Stoneleigh Sauvignon Blanc

### BUBBLES

Le Grand Courtage Brut  
Le Grand Courtage Brut Rosé

## BOTTLED & CANNED BEER

\$6.50 - \$9.50

COORS LIGHT 16oz Aluminum Bottles

MILLER LITE 16oz Aluminum Bottles

BUD LIGHT 16oz Aluminum Bottles

BUDWEISER 16oz Aluminum Bottles

HEINEKEN 16oz Cans

LAGUNITAS IPA 19.2oz Cans

TRULY WILD BERRY 12oz Cans

ANGRY ORCHARD 12oz Bottles

MICHELOB ULTRA 16oz Aluminum Bottles

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.



**IKE'S LOVE & SANDWICHES**  
CONCOURSE A, SPACE C-120



## The Brand Story

"This ain't your Momma's sandwich shop!" In 2007, Ike Shehadeh, "a rebel with a dream," opened a small sandwich shop in San Francisco's Castro District. Lines around the block, craveable secret ingredients and inventive flavor combinations sparked a phenomenon spreading love and sandwiches across the country. Ike had changed the sandwich game forever.

The brand has been defined by its innovative offerings and iconic flavors. The Dutch Crunch bread paired with Ike's incomparable "Dirty Sauce," a creamy garlic aioli toasted right into the bread, is a duo unlike any other. Every location comes with exclusive sandwich offerings that are eclectically named as a tribute to local celebrities and icons. Whether you eat vegetarian, vegan, halal, gluten-free, or meat, your first Ike's sandwich sets you on an epic quest to try all the endless combinations and over 800 signature sandwiches.

Ike's Love & Sandwiches currently has almost 100 locations across six states.





## Rationale & Justification

Enhance overall program	California-based, regional brand serving freshly prepared sandwiches made using premium ingredients. Artisanal, fresh-forward approach to food.
Enhance passenger experience	True taste of the region serving sandwiches tailored specifically for the FAT location. Elevated, higher end choices. Cutting-edge, built-for-speed service. All menu items handcrafted to order.
Relevance to FAT passengers and other Airport users	Custom built sandwiches have universal appeal for all travelers. Menu meets all price points and dietary preferences.
Maximize sales for FAT	Built-for-speed service platform with wide appeal to all target audiences. Able to drive throughput and sales like few concepts can. Serves all day-parts.



## Meet the Brand

"Ike's will be great in the Fresno Airport because we satisfy the cravings of every type of traveler. Whether you have had a long day and want to indulge in a Matt Cain with turkey, roast beef, and salami, or are a business traveler who wants something a bit lighter like our Sometimes I'm a Vegetarian with marinated artichoke hearts, mushrooms, pesto, and provolone, you will continue on your travels happy and full after eating at Ike's. As a brand founded in the Bay Area, we understand the sensibilities and diversity of the customer there. The local people of Fresno have responded accordingly with their support of our local locations, and we continue to grow in the market."

- Ike Shehadeh, Founder





## Bringing Ike's Love & Sandwiches to FAT & meeting the passenger's needs

For FAT's Concourse A, Space C-120 location, Ike's Love & Sandwiches will flex its built-for-speed, quick service core muscles and build travelers' sandwich dreams throughout every day-part. Standouts include fan favorites Menage A Trois stacked with chicken, honey mustard, BBQ sauce, real honey, pepper jack, Swiss and Cheddar; or, the Matt Cain filled with turkey, roast beef, salami, Godfather sauce and provolone. All sandwiches are built-to-order with gluten free and vegan options. Additional items include a range of gourmet salad bowls, chips, pretzels, popcorn and cookies. Early birds can enjoy the breakfast McLovin sandwich, filled with ham or bacon, egg and American cheese; the Room Service with egg and American; or a Dirty Bagel with cream cheese.

Quick service drinks include a range of fountain drinks, premium water, juices, teas and coffee, as well as domestic beers, cider, cocktails and wine.

Serving all day-parts, Ike's menu has been developed to meet the diverse needs of today's traveling public and includes options sensitive to most cultural and dietary needs, including low-calorie, low fat, and smaller portion options; as well as vegetarian and gluten-friendly options. Also reflective of the needs of today's family routines, Ike's menu will include options appropriately sized and priced for children. Ike's menu offers options for all price points and budgets and includes discount/value meal options. Should SSP America be awarded a contract at FAT, SSP will work closely with Airport management to ensure the restaurant is offering an optimum mix of menu items, reflective of customer needs and preferences.

All menu items will be available to go and served in disposable, easy-to-carry, flight-friendly packaging aligned with FAT's commitment to environmental sustainability.



# Concept Fit

- **Relevance for FAT's customers and the Concourse A location**—Ike's Love & Sandwiches brings a California-based, white-hot regional brand offering premium quality, freshly prepared sandwiches with quick service baked into its DNA. Wide appeal to all demographics serving custom sandwiches made from elevated ingredients with cutting-edge, built for speed service.
- **Complement the tenant neighborhood**—Ike's brings an enormously popular, regional sandwich brand to the Concourse A location. Brand highly adept with high volume traffic.
- **Staying on trend and relevant for FAT**— The key to industry success is innovation, and for 15 years, Ike's has proven an ability to innovate and meet their customers' needs. As an independent, regionally owned restaurant, Ike's is finely tuned to adjustments in the market, allowing them to always be on top of trends and able to adjust to changing needs as the markets dictate. While sandwiches are a top-selling airport food and beverage purchase, proven across all markets, Ike's incorporates a customization model offering guests a wide change of choices to meet all dietary preferences. Underscored by 100 highly successful restaurants across six states, Ike's is fully equipped to understand the needs and wants of the ever evolving, hungry consumer.







## Creating a Sense of Place

Ike spends hours creating the menu for each new location with exclusive and iconic sandwiches, menus, and an exclusive Instagram wall that are connected to the city & community. Each menu comes with exclusive sandwich offerings created just for that location that are eclectically named as a tribute to local celebrities and icons. Ike's proprietary bread for the whole company is baked by Fresno-based Max's Artisan Breads—giving a further nod to regional flavors.

In addition, while hiring local employees based within commuting distance to Fresno Yosemite International Airport, SSP America will ensure that San Joaquin Valley hospitality is maintained and that the brand will perform to its optimum best, fueled by local ingredients and customer service.

## Integrated technology

In keeping with FAT's commitment to enhancing the passenger experience, SSP America has designed the Ike's location to include world-class technological innovations. SSP's technology systems are based on delivering flexibility to a diverse passenger base who have varying technology requirements. Our systems address three steps in the guest experience: menu review, order, and pay. Examples include At Your Gate ordering and delivery app, QR coded menus, order at table service, virtual kiosks, physical kiosks and line busters.





## Breakfast

Served until 10:30 AM

Breakfast Sandwiches available on Gluten-Free Bread (gf) +\$1

### Room Service (gf/vg as option)

Egg, American Cheese

**\$9.75**

### Dirty Bagel (gf/vg as option)

Cream Cheese

**\$5.50**

### McLovin

Ham or Bacon, Egg, American Cheese

**\$9.75**

### Fruit Bowl (v)(vg)(pk)

**\$4.95**

### Yogurt Parfait (v)(pk)

**\$5.95**

## Lunch & Dinner

Value Meals – add chips and a fountain drink to any sandwich for \$3.45

### Sandwiches Sandwiches available on Gluten-Free Bread (gf) +\$1



### Menage A Trios (gf as option)

Chicken (Halal), Honey Mustard, BBQ Sauce, Real Honey, Pepper Jack, Swiss, Cheddar

**\$13.10**



### Matt Cain (gf as option)

Turkey, Roast Beef, Salami, Godfather Sauce, Provolone

**\$10.95**



### Paul Rueben (gf as option)

Pastrami, Purple Slaw, French Dressing, Swiss

**\$15.85**



### Chase Ottney is a Hella Sexy (gf as option)

Turkey, Jack

**\$10.95**

### We're Just Friends

Chicken (Halal), Zesty Orange Glaze, Avocado, Pepper Jack

**\$13.45**

### Jim Rome (gf as option)

Turkey, Red Pesto, Avocado, Cheddar

**\$13.10**

### Sometimes I'm a Vegetarian (v)(gf/vg as option)

Marinated Artichoke Hearts, Mushrooms, Pesto, Provolone

**\$11.95**

### Mel-lo Kitty (v)(vg as option)

Vegan Breaded Chicken, Zesty Orange Glaze, Avocado, Pepper Jack

**\$13.95**

### Pee Wee (v)(vg as option)

Vegan Turkey, Purple Slaw, French Dressing, Swiss

**\$14.55**

### Love Triangle (v)(vg as option)

Vegan Breaded Chicken, BBQ Sauce, Real Honey, Honey Mustard, Pepper Jack, Swiss, Cheddar

**\$14.95**

(v) vegetarian (vg) vegan (gf) gluten free

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.





## Salad Bowls (gf)



<b>Menage A Trios</b>	<b>\$13.10</b>
<b>Matt Cain</b>	<b>\$10.95</b>
<b>Paul Rueben</b>	<b>\$15.85</b>
<b>Chase Ottney is a Hella Sexy</b>	<b>\$10.95</b>
<b>We're Just Friends</b>	<b>\$13.45</b>
<b>Jim Rome</b>	<b>\$13.10</b>
<b>Sometimes I'm a Vegetarian (v)(vg as option)</b>	<b>\$11.95</b>
<b>Mel-lo Kitty (v)(vg as option)</b>	<b>\$13.95</b>
<b>Pee Wee (v)(vg as option)</b>	<b>\$14.55</b>
<b>Love Triangle (v)(vg as option)</b>	<b>\$14.95</b>

## Kids

### Breakfast

Served until 10:30 AM

**Room Service (gf/vg as option)** **\$5.50**

Egg, American Cheese

**McLovin** **\$5.50**

Ham or Bacon, Egg, American Cheese



### Lunch & Dinner

**Chester Cheese (v)** **\$5.50**

4 kinds of Cheese

**Turkey, Turkey, Turkey** **\$5.50**

Turkey, American Cheese



**Sides (v)(pk)** **\$2.20 - \$3.75**

**Zapp's Chips**

**Lays Chips**

**Pretzels**

**Popcorn**

**Chex Mix**

**Gardetto's**

(v) vegetarian (vg) vegan (gf) gluten free

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.



## Beverages

**\$2.75 – 5.25**

**Coffee**  
**Hot Tea**  
**Tropicana Juices**  
**Naked Juice Varieties**  
**Assorted Fountain Sodas**  
**Assorted Bottled Soft Drinks**  
**Red Bull**  
**Bottled Water**

## Beer, Wine & Canned Cocktails

**\$6.50 – \$12.00**

**Coors Light** 16oz Aluminum Bottles  
**Miller Lite** 16oz Aluminum Bottles  
**Bud Light** 16oz Aluminum Bottles  
**Budweiser** 16oz Aluminum Bottles  
**Heineken** 16oz Cans  
**Lagunitas IPA** 19.2oz Cans  
**Truly Wild Berry** 12oz Cans  
**Angrý Orchard Hard Cider** 12oz Cans  
**Michelob Ultra** 16oz Aluminum Bottles

**La Marca Prosecco** Sparkling Wine Mini  
**Bev Glitz** Sparking White Wine  
**Bev Glow California** Sparking Sauvignon Blanc  
**Bev California** Pinot Grigio  
**Bev Glam** Sparkling Rose Wine  
**Bev California** Pinot Noir

**Cutwater Lime Margarita**  
**Cutwater Vodka Mule**  
**Cutwater Rum Mojito**  
**Cutwater Gin & Tonic**



\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.



**PEET'S**  
CONCOURSE A, SPACE C-134



North America's  
artisan coffee  
movement began  
with Peet's

## THE BRAND STORY

For over fifty years, Peet's Coffee has stood the test of time, both for the loyalty of its customers and, for the devotion of its proprietors, who continue to abide by the principles of the late Alfred Peet, who opened his first shop in Berkeley, California in 1966.

Over the years, Peet's has remained a small but mighty company dedicated to masterful, artisan methods. Peet's beans are direct-trade ethically sourced and roasted by hand in small batches, ensuring that the beans' distinctive flavors are preserved and that guests get the same, consistently flavorful cup of coffee. Peet's also offers a thoughtful selection of high-quality herbal, certified organic and rare teas. As the pioneer of Cold Brew and On Tap Programs, Peet's is the nation's leader in these categories.

Tailor-made for FAT's Concourse A, Space C-134 location, Peet's is a global coffee leader with modern innovations dedicated to gourmet, artisanal methods and ethical sourcing. Peet's delivers wide appeal to all passenger demographics serving exceptional handcrafted drinks made from premium ingredients with cutting-edge, built-for-speed service.





## RATIONALE & JUSTIFICATION

<b>Enhance overall program</b>	California-based, global coffee icon serving handcrafted, gourmet coffees made from premium ingredients.
<b>Enhance passenger experience</b>	Global coffee leader with modern innovations, dedicated to artisanal methods and ethical sourcing. All menu items handcrafted to order.
<b>Relevance to FAT passengers and other Airport users</b>	Coffee has universal appeal for all travelers and airport users. Menu meets all price points and dietary preferences.
<b>Maximize sales for FAT</b>	Elevated, higher end choices. Cutting-edge, built-for-speed service with revenue-driving, proprietary self-order kiosks. Serves all-day parts.



## MEET THE BRAND

*"Peet's Coffee was founded as a single coffee shop here in California in 1966 and we are proudly known as the first brand to bring quality, craft coffee here to the United States. Today, we continue the high touch, hand crafted approach we pioneered while also offering ever new and exciting beverages that appeal to today's modern coffee drinker. We are proud to be California's leading premium coffee brand and to represent the region with our operations at Curry Village in Yosemite National Park. Together with SSP, we would be thrilled to bring the best coffee and customer experience to your passengers at Fresno International Airport."*

*- Robyn Quintal, Senior Director of Licensing Operations*



# BRINGING PEET'S TO FAT & MEETING THE PASSENGER'S NEEDS

For FAT's Concourse A, Space C-134 location, SSP America is delighted to propose a unique, java joint craft bar experience. Coffee won't get any fresher than this—with Peet's state-of-the-art roasting facilities in Alameda, FAT will receive regular deliveries of world-class award-winning coffee beans, straight from the roaster.

Peet's will offer a full lineup of green practice, fair trade estate-grown coffees and teas. In-house, the artisan focus continues on service, with drinks prepared by meticulously trained baristas. From cold brew, macchiatos, cappuccinos, lattes and simple espressos to certified organic hot teas—a wide range of handcrafted drinks will meet every passenger's needs. Menu items will address all day-parts (including breakfast, lunch and dinner) and will include gourmet sandwiches and salads, one-of-a-kind breakfast sandwiches as well as a wide range of fresh grab-and-go items—all tailored specifically to the FAT location. Bottled juices, waters and soft drinks round out the menu.

In addition, Peet's will offer a retail element to include a carefully curated selection of items that lend to the artisanal theme. From French press pots, tea strainers and temperature gauges to beautiful cups and mugs and a range of roasted coffees, the choice will add intrigue and interest for passengers as well as drive further sales.

Serving all day-parts, Peet's menu has been developed to meet the diverse needs of today's traveling public and includes options sensitive to most cultural and dietary needs, including low-calorie, low fat, and smaller portion options; as well as vegetarian and gluten-friendly options. Also reflective of the needs of today's family routines, Peet's menu will include options appropriately sized and priced for children. Peet's menu offers options for all price points and budgets and includes discount/value meal options. Should SSP America be awarded a contract at FAT, SSP will work closely with Airport management to ensure the restaurant is offering an optimum mix of menu items, reflective of customer needs and preferences.

All menu items will be available to go and served in disposable, easy-to-carry, flight-friendly packaging aligned with FAT's commitment to environmental sustainability.





# CONCEPT FIT

- **Relevance for FAT's customers and the Concourse A location**— Peet's brings California-based, global coffee icon serving handcrafted, gourmet coffees made from premium ingredients. Wide appeal to all demographics. Coffee landscape changing with growing preference among Millennials and Gen Z for artisanal coffeehouses. Backed by cutting-edge, built-for-speed service.
- **Complement the tenant neighborhood**—Peet's brings an award-winning, regional coffee brand to the Concourse A location. Brand highly adept with high volume traffic.
- **Staying on trend and relevant for FAT**— Never settling for the status quo, Peet's is constantly innovating — from introducing seasonal drinks to finding new ways to make its packaging more sustainable. In addition, SSP America's onsite management team will ask FAT's Concessions Management for updated customer demographics on an annual basis and adjust the offer according to changes in the customer demographics and food trends that match these changes.







## CREATING A SENSE OF PLACE

Peet's Coffee is a regional brand with a national presence. In order to capture the spirit of the San Joaquin Valley for the Concourse A, Space C-134 location, SSP America will work with the brand to create regional menu options specifically tailored for the FAT traveler and will source local ingredients wherever possible.

In addition, while hiring local employees based within commuting distance to Fresno Yosemite International Airport, SSP America will ensure that San Joaquin Valley hospitality is maintained and that the brand will perform to its optimum best, fueled by local ingredients and customer service.

## INTEGRATED TECHNOLOGY

In keeping with FAT's commitment to enhancing the passenger experience, SSP America has designed the Peet's location to include world-class technological innovations. SSP's technology systems are based on delivering flexibility to a diverse passenger base who have varying technology requirements. Our systems address three steps in the guest experience: menu review, order, and pay. Examples include At Your Gate ordering and delivery app, QR coded menus, order at table service, virtual kiosks, physical kiosks and line busters.





# Peet's

## COFFEE™

### COFFEE

	S	M	L
Coffee of the Day	\$3.19	\$3.65	\$4.10
Café au Lait	\$3.90	\$4.40	\$4.80

### ESPRESSO

	S	M	L
Cappuccino	\$4.65	\$5.40	\$5.85
Americano	\$4.10	\$5.20	\$5.20
Espresso	\$3.00	\$3.95	\$5.00
Latte	\$4.85	\$5.65	\$6.25
Vanilla Latte	\$5.55	\$6.30	\$6.90
Caramel Macchiato	\$5.75	\$6.50	\$7.15
Mocha	\$5.35	\$6.15	\$6.85
White Chocolate Mocha	\$5.75	\$6.45	\$7.15

Substitute oat or soy milk +\$.80

### TEA & HOT CHOCOLATE

	S	M	L
Hot Cocoa	\$4.40	\$4.80	\$5.15
Hot Tea – Black, Green or Herbal	\$3.30		\$3.79
Matcha Green Tea Latte	\$5.20	\$6.05	\$6.45
Chai Latte	\$5.20	\$6.05	\$6.45
Iced Tea – Black, Green or Herbal	\$3.30	\$3.90	\$4.30

### ICED & COLD BREW

	S	M	L
Cold Brew Iced Coffee	\$4.10	\$4.85	\$5.15
Nitro Cold Brew on Tap	\$5.40	\$6.15	
The Black Tie	\$4.75	\$5.55	\$6.05
Iced Latte	\$5.65	\$6.30	\$6.85
Iced Caramel Macchiato	\$5.65	\$6.30	\$6.85
Iced Mocha	\$5.65	\$6.30	\$6.85

### BOTTLED/CANNED BEVERAGES

Naked Juice Varieties	\$4.65
Tropicana Juices – Orange, Apple or Cranberry	\$3.75
Bottled Coffee Drinks	\$4.50
Red Bull	\$4.75
Assorted Soft Drinks	\$4.25
Bottled Water	\$4.25

### BAKED GOODS (v)(p)

Pumpkin Golden Raisin Bread	\$4.00
Zucchini Cranberry Bread	\$4.00
Banana Chocolate Muffin	\$4.25
Blueberry Streusel Muffin	\$4.25
Coffee Cake	\$4.00
Brownie	\$3.50
Snickerdoodle Cookie	\$2.75
Oatmeal Cookie	\$2.75

### HOT BREAKFAST

Egg and Cheese Breakfast Sandwich	\$9.00
Maple Chicken Sausage Breakfast Sandwich	\$10.50
Whole-Grain Steel-Cut Oatmeal (vg)(v)	\$5.50

### HOT SANDWICHES

Caprese Panini (v)	\$12.99
Ultimate Grilled Cheese (v)	\$12.99
Turkey and Brie	\$13.99

### COLD SANDWICHES (p)

Beef and Cheddar	\$12.95
Ham and Cheddar	\$12.95
Hummus Veggie (vg)(v)	\$11.95

### SALADS (p)

Caesar Salad (v)	\$12.95
Chopped Salad (v)	\$12.95
Chef's Shaker Salad with Wild Ruby Blend (v)	\$11.95

### FRUIT & YOGURT (p)

Yogurt parfait (gf)(v)	\$5.95
Seasonal Fruit (gf)(vg)(v)	\$4.95
Hummus Veggie Cup (gf)(vg)(v)	\$4.95

### PRE-PACKAGED SNACKS (p)

\$2.25-\$7.95

**Chips, Pretzels, Popcorn :** Chex Mix, Gardetto's, Lays, Pringles

**Cookies, Danish, Muffins:** Brownie Baker, Nabisco, Pillsbury

**Gluten-free, Organic, Soy (gf)(vg)(v):** Bakery on Main, Enjoy Life, I Love Keenwah

**Healthy Snacks (gf)(vg)(v):** Apples, Bananas, Oranges

**Hummus (gf)(vg)(v):** Go Picnic, Mediterranean Snacks

**Nuts, Trail Mix, Dried Fruit (gf)(vg)(v):** Almond Brothers, Arizona Snack Co, Kind

**Protein, Energy Bars (gf)(vg)(v):** Balance, Harvest

gf – gluten free    vg – vegan    v – vegetarian    p – pre-packaged

\*All pricing listed based on today's local pricing. Upon opening, all pricing will comply with the FAT pricing policy.



# PRICING POLICY

SSP America is committed to providing guests the fair level pricing that they will find in comparable street locations. To establish pricing levels, SSP America uses a “market basket” pricing strategy. Using Fresno city center and comparable small hub airports as a benchmark, we will seek out establishments that are similar in menu, décor, quality and service to those at the airport. We will evaluate pricing on a regular basis to ensure guests are receiving top value for their choices, and work with airport management to ensure our compliance to the City of Fresno’s pricing policy. Our menus will offer a wide range of products and prices that will satisfy the needs of every demographic. SSP pricing policy allows for delivery of quality products that best meet the needs of the traveling public at reasonable prices, while optimizing revenue for Fresno Yosemite International Airport.





4

PROJECTED GROSS RECEIPTS, RENT AND CASH FLOW



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE  
LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

FULL SERVICE  
POD

4100

\$939



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$5,450,605</b>	<b>\$5,590,449</b>	<b>\$5,790,798</b>	<b>\$6,015,490</b>	<b>\$6,269,213</b>	<b>\$6,499,495</b>	<b>\$6,732,716</b>	<b>\$7,002,025</b>	<b>\$7,282,106</b>	<b>\$7,573,390</b>	<b>\$7,876,326</b>	<b>\$8,191,379</b>	<b>\$8,519,034</b>	<b>\$8,859,795</b>	<b>\$9,214,187</b>	<b>\$106,867,005</b>
Operating Expenses																	
Cost of Goods	19.2%	\$1,046,516	\$1,073,366	\$1,111,833	\$1,154,974	\$1,203,689	\$1,247,903	\$1,292,681	\$1,344,389	\$1,398,164	\$1,454,091	\$1,512,255	\$1,572,745	\$1,635,654	\$1,701,081	\$1,769,124	\$20,518,465
Labor	33.3%	\$1,817,766	\$1,864,404	\$1,931,220	\$2,006,154	\$2,090,770	\$2,167,569	\$2,245,348	\$2,335,162	\$2,428,568	\$2,525,711	\$2,626,739	\$2,731,809	\$2,841,081	\$2,954,725	\$3,072,913	\$35,639,940
Space Rent	\$40.00	\$164,000	\$172,200	\$180,810	\$189,851	\$199,343	\$209,310	\$219,776	\$230,764	\$242,303	\$254,418	\$267,139	\$280,496	\$294,520	\$309,246	\$324,709	\$3,538,884
Percentage Rent	10.0%	\$381,061	\$386,845	\$398,270	\$411,698	\$427,578	\$440,639	\$453,496	\$469,438	\$485,908	\$502,921	\$520,494	\$538,642	\$557,383	\$576,733	\$596,710	\$7,147,816
Other Direct Expenses	3.1%	\$168,969	\$173,304	\$179,515	\$186,480	\$194,346	\$201,484	\$208,714	\$217,063	\$225,745	\$234,775	\$244,166	\$253,933	\$264,090	\$274,654	\$285,640	\$3,312,877
G&A	5.1%	\$277,981	\$285,113	\$295,331	\$306,790	\$319,730	\$331,474	\$343,369	\$357,103	\$371,387	\$386,243	\$401,693	\$417,760	\$434,471	\$451,850	\$469,924	\$5,450,217
Royalties	3.0%	\$163,518	\$167,713	\$173,724	\$180,465	\$188,076	\$194,985	\$201,981	\$210,061	\$218,463	\$227,202	\$236,290	\$245,741	\$255,571	\$265,794	\$276,426	\$3,206,010
Utilities	1.5%	\$81,759	\$83,857	\$86,862	\$90,232	\$94,038	\$97,492	\$100,991	\$105,030	\$109,232	\$113,601	\$118,145	\$122,871	\$127,786	\$132,897	\$138,213	\$1,603,005
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$28,954	\$30,077	\$31,346	\$32,497	\$33,664	\$35,010	\$36,411	\$37,867	\$39,382	\$40,957	\$42,595	\$44,299	\$433,059
<b>Total Operating Expenses</b>	<b>75.7%</b>	<b>\$4,101,570</b>	<b>\$4,206,802</b>	<b>\$4,357,565</b>	<b>\$4,555,598</b>	<b>\$4,747,648</b>	<b>\$4,922,203</b>	<b>\$5,098,853</b>	<b>\$5,302,674</b>	<b>\$5,514,781</b>	<b>\$5,735,372</b>	<b>\$5,964,787</b>	<b>\$6,203,378</b>	<b>\$6,451,513</b>	<b>\$6,709,574</b>	<b>\$6,977,957</b>	<b>\$80,850,274</b>
EBITDA	24.3%	\$1,349,035	\$1,383,647	\$1,433,234	\$1,459,891	\$1,521,565	\$1,577,291	\$1,633,863	\$1,699,351	\$1,767,325	\$1,838,018	\$1,911,539	\$1,988,000	\$2,067,520	\$2,150,221	\$2,236,230	\$26,016,732
Amortization/Depreciation	3.6%	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$3,847,990
Interest & Taxes (24%)	24.0%	-\$323,768	-\$332,075	-\$343,976	-\$350,374	-\$365,176	-\$378,550	-\$392,127	-\$407,844	-\$424,158	-\$441,124	-\$458,769	-\$477,120	-\$496,205	-\$516,053	-\$536,695	-\$6,244,016
<b>NET PROFIT</b>	<b>14.9%</b>	<b>\$768,734</b>	<b>\$795,039</b>	<b>\$832,725</b>	<b>\$852,985</b>	<b>\$899,857</b>	<b>\$942,209</b>	<b>\$985,203</b>	<b>\$1,034,974</b>	<b>\$1,086,634</b>	<b>\$1,140,361</b>	<b>\$1,196,237</b>	<b>\$1,254,348</b>	<b>\$1,314,783</b>	<b>\$1,377,635</b>	<b>\$1,443,002</b>	<b>\$15,924,726</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE

LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

NATIONAL BRANDED COFFEE

C134

842

\$900



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$1,311,962</b>	<b>\$1,345,623</b>	<b>\$1,393,847</b>	<b>\$1,447,930</b>	<b>\$1,509,001</b>	<b>\$1,564,430</b>	<b>\$1,620,567</b>	<b>\$1,685,389</b>	<b>\$1,752,805</b>	<b>\$1,822,917</b>	<b>\$1,895,834</b>	<b>\$1,971,667</b>	<b>\$2,050,534</b>	<b>\$2,132,555</b>	<b>\$2,217,857</b>	<b>\$25,722,917</b>
Operating Expenses																	
Cost of Goods	24.0%	\$314,871	\$322,949	\$334,523	\$347,503	\$362,160	\$375,463	\$388,936	\$404,493	\$420,673	\$437,500	\$455,000	\$473,200	\$492,128	\$511,813	\$532,286	\$6,173,500
Labor	40.0%	\$525,140	\$538,614	\$557,916	\$579,564	\$604,009	\$626,196	\$648,666	\$674,612	\$701,597	\$729,661	\$758,847	\$789,201	\$820,769	\$853,600	\$887,744	\$10,296,137
Space Rent	\$40.00	\$33,680	\$35,364	\$37,132	\$38,989	\$40,938	\$42,985	\$45,134	\$47,391	\$49,761	\$52,249	\$54,861	\$57,604	\$60,484	\$63,509	\$66,684	\$726,766
Percentage Rent	10.0%	\$97,516	\$99,198	\$102,252	\$105,804	\$109,962	\$113,458	\$116,922	\$121,148	\$125,520	\$130,043	\$134,722	\$139,562	\$144,569	\$149,747	\$155,102	\$1,845,526
Other Direct Expenses	3.1%	\$40,671	\$41,714	\$43,209	\$44,886	\$46,779	\$48,497	\$50,238	\$52,247	\$54,337	\$56,510	\$58,771	\$61,122	\$63,567	\$66,109	\$68,754	\$797,410
G&A	5.1%	\$66,910	\$68,627	\$71,086	\$73,844	\$76,959	\$79,786	\$82,649	\$85,955	\$89,393	\$92,969	\$96,688	\$100,555	\$104,577	\$108,760	\$113,111	\$1,311,869
Royalties	3.0%	\$39,359	\$40,369	\$41,815	\$43,438	\$45,270	\$46,933	\$48,617	\$50,562	\$52,584	\$54,688	\$56,875	\$59,150	\$61,516	\$63,977	\$66,536	\$771,688
Utilities	1.5%	\$19,679	\$20,184	\$20,908	\$21,719	\$22,635	\$23,466	\$24,308	\$25,281	\$26,292	\$27,344	\$28,438	\$29,575	\$30,758	\$31,988	\$33,268	\$385,844
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$6,969	\$7,240	\$7,545	\$7,822	\$8,103	\$8,427	\$8,764	\$9,115	\$9,479	\$9,858	\$10,253	\$10,663	\$104,237
<b>Total Operating Expenses</b>	<b>87.1%</b>	<b>\$1,137,827</b>	<b>\$1,167,019</b>	<b>\$1,208,843</b>	<b>\$1,262,717</b>	<b>\$1,315,953</b>	<b>\$1,364,330</b>	<b>\$1,413,292</b>	<b>\$1,469,792</b>	<b>\$1,528,584</b>	<b>\$1,589,727</b>	<b>\$1,653,316</b>	<b>\$1,719,449</b>	<b>\$1,788,227</b>	<b>\$1,859,756</b>	<b>\$1,934,146</b>	<b>\$22,412,976</b>
EBITDA	12.9%	\$174,135	\$178,603	\$185,004	\$185,213	\$193,049	\$200,100	\$207,274	\$215,597	\$224,221	\$233,190	\$242,518	\$252,218	\$262,307	\$272,799	\$283,711	\$3,309,940
Amortization/Depreciation	2.9%	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$757,800
Interest & Taxes (24%)	24.0%	-\$41,793	-\$42,865	-\$44,401	-\$44,451	-\$46,332	-\$48,024	-\$49,746	-\$51,743	-\$53,813	-\$55,966	-\$58,204	-\$60,532	-\$62,954	-\$65,472	-\$68,091	-\$794,386
<b>NET PROFIT</b>	<b>6.8%</b>	<b>\$81,823</b>	<b>\$85,218</b>	<b>\$90,083</b>	<b>\$90,242</b>	<b>\$96,197</b>	<b>\$101,556</b>	<b>\$107,008</b>	<b>\$113,334</b>	<b>\$119,888</b>	<b>\$126,704</b>	<b>\$133,793</b>	<b>\$141,166</b>	<b>\$148,833</b>	<b>\$156,807</b>	<b>\$165,101</b>	<b>\$1,757,755</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE

LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

QUICK SERVE

C120

787

\$1500



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$1,731,790</b>	<b>\$1,776,222</b>	<b>\$1,839,878</b>	<b>\$1,911,268</b>	<b>\$1,991,882</b>	<b>\$2,065,048</b>	<b>\$2,139,148</b>	<b>\$2,224,714</b>	<b>\$2,313,702</b>	<b>\$2,406,250</b>	<b>\$2,502,500</b>	<b>\$2,602,600</b>	<b>\$2,706,704</b>	<b>\$2,814,973</b>	<b>\$2,927,572</b>	<b>\$33,954,250</b>
Operating Expenses																	
Cost of Goods	21.0%	\$363,676	\$373,007	\$386,374	\$401,366	\$418,295	\$433,660	\$449,221	\$467,190	\$485,877	\$505,313	\$525,525	\$546,546	\$568,408	\$591,144	\$614,790	\$7,130,393
Labor	44.1%	\$764,099	\$783,703	\$811,789	\$843,287	\$878,856	\$911,138	\$943,833	\$981,586	\$1,020,849	\$1,061,683	\$1,104,151	\$1,148,317	\$1,194,249	\$1,242,019	\$1,291,700	\$14,981,258
Space Rent	\$40.00	\$31,480	\$33,054	\$34,707	\$36,442	\$38,264	\$40,177	\$42,186	\$44,296	\$46,510	\$48,836	\$51,278	\$53,841	\$56,534	\$59,360	\$62,328	\$679,293
Percentage Rent	10.0%	\$141,699	\$144,568	\$149,281	\$154,685	\$160,924	\$166,327	\$171,729	\$178,176	\$184,860	\$191,789	\$198,972	\$206,419	\$214,137	\$222,137	\$230,429	\$2,716,132
Other Direct Expenses	3.1%	\$53,685	\$55,063	\$57,036	\$59,249	\$61,748	\$64,016	\$66,314	\$68,966	\$71,725	\$74,594	\$77,578	\$80,681	\$83,908	\$87,264	\$90,755	\$1,052,582
G&A	5.1%	\$88,321	\$90,587	\$93,834	\$97,475	\$101,586	\$105,317	\$109,097	\$113,460	\$117,999	\$122,719	\$127,628	\$132,733	\$138,042	\$143,564	\$149,306	\$1,731,667
Royalties	3.0%	\$51,954	\$53,287	\$55,196	\$57,338	\$59,756	\$61,951	\$64,174	\$66,741	\$69,411	\$72,188	\$75,075	\$78,078	\$81,201	\$84,449	\$87,827	\$1,018,628
Utilities	1.5%	\$25,977	\$26,643	\$27,598	\$28,669	\$29,878	\$30,976	\$32,087	\$33,371	\$34,706	\$36,094	\$37,538	\$39,039	\$40,601	\$42,225	\$43,914	\$509,314
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$9,199	\$9,556	\$9,959	\$10,325	\$10,696	\$11,124	\$11,569	\$12,031	\$12,513	\$13,013	\$13,534	\$14,075	\$137,593
<b>Total Operating Expenses</b>	<b>88.2%</b>	<b>\$1,520,891</b>	<b>\$1,559,912</b>	<b>\$1,615,815</b>	<b>\$1,687,711</b>	<b>\$1,758,864</b>	<b>\$1,823,523</b>	<b>\$1,888,965</b>	<b>\$1,964,482</b>	<b>\$2,043,061</b>	<b>\$2,124,783</b>	<b>\$2,209,775</b>	<b>\$2,298,166</b>	<b>\$2,390,092</b>	<b>\$2,485,696</b>	<b>\$2,585,124</b>	<b>\$29,956,859</b>
EBITDA	11.8%	\$210,899	\$216,310	\$224,062	\$223,557	\$233,017	\$241,524	\$250,182	\$260,232	\$270,642	\$281,467	\$292,726	\$304,435	\$316,612	\$329,277	\$342,448	\$3,997,391
Amortization/Depreciation	3.5%	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$1,180,500
Interest & Taxes (24%)	24.0%	-\$50,616	-\$51,914	-\$53,775	-\$53,654	-\$55,924	-\$57,966	-\$60,044	-\$62,456	-\$64,954	-\$67,552	-\$70,254	-\$73,064	-\$75,987	-\$79,026	-\$82,187	-\$959,374
<b>NET PROFIT</b>	<b>5.5%</b>	<b>\$81,583</b>	<b>\$85,696</b>	<b>\$91,587</b>	<b>\$91,203</b>	<b>\$98,393</b>	<b>\$104,858</b>	<b>\$111,439</b>	<b>\$119,077</b>	<b>\$126,988</b>	<b>\$135,215</b>	<b>\$143,772</b>	<b>\$152,671</b>	<b>\$161,925</b>	<b>\$171,550</b>	<b>\$181,560</b>	<b>\$1,857,517</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE  
 LOCATION  
 SQUARE FOOTAGE  
 CAPEX PER SQUARE FOOT

**TOTAL**  
**SSP America, Inc.**  
**5729**  
**\$1,010**

EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$8,494,357</b>	<b>\$8,712,293</b>	<b>\$9,024,523</b>	<b>\$9,374,687</b>	<b>\$9,770,095</b>	<b>\$10,128,972</b>	<b>\$10,492,430</b>	<b>\$10,912,128</b>	<b>\$11,348,613</b>	<b>\$11,802,557</b>	<b>\$12,274,660</b>	<b>\$12,765,646</b>	<b>\$13,276,272</b>	<b>\$13,807,323</b>	<b>\$14,359,616</b>	<b>\$166,544,172</b>
Operating Expenses																	
Cost of Goods	20.3%	\$1,725,063	\$1,769,322	\$1,832,731	\$1,903,843	\$1,984,144	\$2,057,026	\$2,130,839	\$2,216,072	\$2,304,715	\$2,396,904	\$2,492,780	\$2,592,491	\$2,696,190	\$2,804,038	\$2,916,200	\$33,822,358
Labor	36.6%	\$3,107,005	\$3,186,720	\$3,300,925	\$3,429,006	\$3,573,636	\$3,704,903	\$3,837,846	\$3,991,360	\$4,151,014	\$4,317,055	\$4,489,737	\$4,669,327	\$4,856,100	\$5,050,344	\$5,252,357	\$60,917,335
Space Rent	\$40.00	\$229,160	\$240,618	\$252,649	\$265,281	\$278,545	\$292,473	\$307,096	\$322,451	\$338,574	\$355,502	\$373,277	\$391,941	\$411,538	\$432,115	\$453,721	\$4,944,944
Percentage Rent	10.0%	\$620,276	\$630,611	\$649,803	\$672,187	\$698,464	\$720,425	\$742,147	\$768,762	\$796,288	\$824,753	\$854,188	\$884,623	\$916,089	\$948,617	\$982,240	\$11,709,474
Other Direct Expenses	3.1%	\$263,325	\$270,081	\$279,760	\$290,615	\$302,873	\$313,998	\$325,265	\$338,276	\$351,807	\$365,879	\$380,514	\$395,735	\$411,564	\$428,027	\$445,148	\$5,162,869
G&A	5.1%	\$433,212	\$444,327	\$460,251	\$478,109	\$498,275	\$516,578	\$535,114	\$556,519	\$578,779	\$601,930	\$626,008	\$651,048	\$677,090	\$704,173	\$732,340	\$8,493,753
Royalties	3.0%	\$254,831	\$261,369	\$270,736	\$281,241	\$293,103	\$303,869	\$314,773	\$327,364	\$340,458	\$354,077	\$368,240	\$382,969	\$398,288	\$414,220	\$430,788	\$4,996,325
Utilities	1.5%	\$127,415	\$130,684	\$135,368	\$140,620	\$146,551	\$151,935	\$157,386	\$163,682	\$170,229	\$177,038	\$184,120	\$191,485	\$199,144	\$207,110	\$215,394	\$2,498,163
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$45,123	\$46,873	\$48,850	\$50,645	\$52,462	\$54,561	\$56,743	\$59,013	\$61,373	\$63,828	\$66,381	\$69,037	\$674,890
<b>Total Operating Expenses</b>	<b>80.0%</b>	<b>\$6,760,287</b>	<b>\$6,933,733</b>	<b>\$7,182,223</b>	<b>\$7,506,026</b>	<b>\$7,822,465</b>	<b>\$8,110,056</b>	<b>\$8,401,111</b>	<b>\$8,736,947</b>	<b>\$9,086,425</b>	<b>\$9,449,882</b>	<b>\$9,827,877</b>	<b>\$10,220,992</b>	<b>\$10,629,832</b>	<b>\$11,055,025</b>	<b>\$11,497,226</b>	<b>\$133,220,109</b>
EBITDA	20.0%	\$1,734,070	\$1,778,560	\$1,842,300	\$1,868,661	\$1,947,630	\$2,018,916	\$2,091,319	\$2,175,181	\$2,262,188	\$2,352,675	\$2,446,782	\$2,544,654	\$2,646,440	\$2,752,297	\$2,862,389	\$33,324,063
Amortization/Depreciation	3.5%	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$5,786,290
Interest & Taxes (24%)	24.0%	-\$416,177	-\$426,854	-\$442,152	-\$448,479	-\$467,431	-\$484,540	-\$501,917	-\$522,043	-\$542,925	-\$564,642	-\$587,228	-\$610,717	-\$635,146	-\$660,551	-\$686,973	-\$7,997,775
<b>NET PROFIT</b>	<b>11.7%</b>	<b>\$932,141</b>	<b>\$965,953</b>	<b>\$1,014,395</b>	<b>\$1,034,430</b>	<b>\$1,094,447</b>	<b>\$1,148,623</b>	<b>\$1,203,650</b>	<b>\$1,267,385</b>	<b>\$1,333,510</b>	<b>\$1,402,281</b>	<b>\$1,473,802</b>	<b>\$1,548,184</b>	<b>\$1,625,542</b>	<b>\$1,705,993</b>	<b>\$1,789,663</b>	<b>\$19,539,998</b>



# ASSUMPTIONS

CATEGORY	FACTORS
<b>Sales</b>	Projected a 1% increase year over year for operational efficiencies, coupled with the projected passenger count, to get the year over year sales increases
<b>Cost of Goods</b>	Estimates based off of similar units that we operate in our U.S. airports
<b>Labor</b>	Based off projected staffing guidelines, also included is administrative labor (Director of Operations, Administrative personnel)
<b>Other Direct Expenses</b>	Calculated based on similar operations from our restaurants across California and the U.S. and adjusted specifically to the FAT operating environment
<b>General &amp; Administrative</b>	Developed based on operational support needs to ensure a first class passenger experience at FAT
<b>Royalties</b>	Based off of the contracts we have with the specific brands
<b>Utilities</b>	Based on utility needs of each brand priced at expected local market rates
<b>Depreciation / Amortization</b>	Corrected the depreciation calculation provided in the RFP proforma to account for the 15 year asset life
<b>Future Development</b>	These proformas only include the first three F&B locations (POD, C134, and C120). Proformas for any future development spaces will be done at a later time closer to projected opening dates







5

PROPOSED CAPITAL INVESTMENT



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 13: ANTICIPATED MINIMUM CAPITAL INVESTMENT PROPOSAL**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,  
AIRPORTS DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following:

**SCHEDULE 1: PROPOSAL SHEET FOR INITIAL CAPITAL INVESTMENT PER FOOD & BEVERAGE CONCESSION UNIT**

SCHEDULE NO.1 – FAT: Initial Capital Investment (Dollar Amount) per Food & Beverage Concession Unit. (Be Advised, there is also a Mid-Term Refurbishment Requirement for Each Food & Beverage Concession Unit. The Refurbishment Requirement (not less than ½ of 1% of each Unit's Total Gross Sales) will begin at the start of Year 4 (2026) for those Units located in Concourse A and at the start of Year 5 (2027) for those Units located in Concourse B, and continue through each subsequent year, including Option Years.)

Concession Location (Concourse, Space #, Sq.Ft.)*	Merchandising Plan	Minimum Opening Year	Initial Capital Investment (Dollar Amount)
Concourse A; Space C-134 (842.ft.)	National Branded Coffee	2023	\$ 1,180,500.00
Concourse A; Space C-120 (787sq.ft.)	Quick Service Restaurant (local concept preferred)	2023	\$ 757,800.00
Concourse A; Space POD (5,000sq.ft.) F&B ONLY	Food & Beverage location(s) w/ Full Bar & News & Convenience	2023	\$ 3,847,990.00
<b>Total Initial Capital Investment (Dollar Amount) For All Food &amp; Beverage Units</b>			<b>\$ 5,786,290.00</b>

\*The quantities/square footage listed on the proposal page(s) are estimates.

FAT Total Schedule No. 1 is \$ Five Million seven hundred eighty six thousand two hundred ninety dollars and  
zero cents.

**All capital investment amounts will be funded by internal reserves**

**\*Please note that Space POD above is showing 5,000sq.ft., as per Addendum No. 5, this space was updated to 4,100sq.ft.**



## **EXHIBIT B**

**Square Footage is preliminary until  
final As Builts are completed**



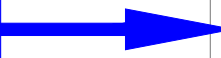


CONCESSION SPACE

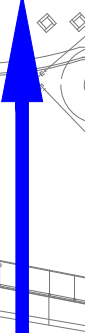
**C134**  
± 842 SF



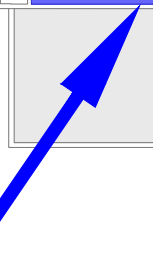
**C120**  
± 787 SF



**C203**  
± 4,465 SF - FOOD & BEVERAGE



**G217**  
± 2,041 SF



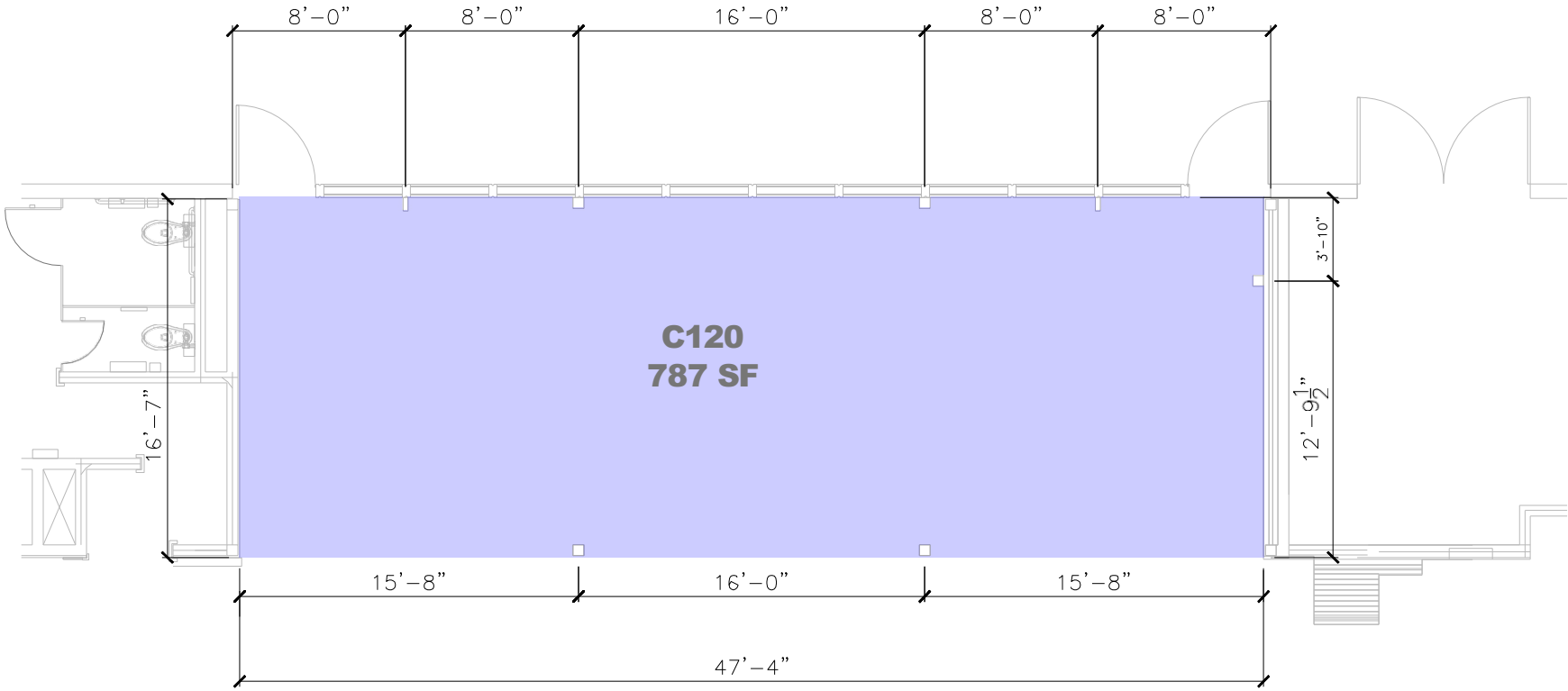
FOOD & BEVERAGE CONCESSIONS  
LOCATIONS - OVERVIEW



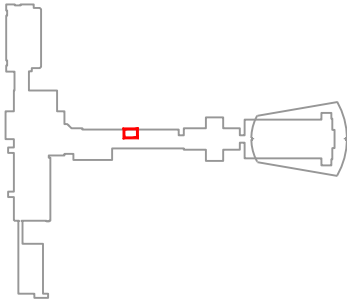


FRESNO YOSEMITE INTERNATIONAL AIRPORT  
LEASE OUTLINE DRAWINGS

TERMINAL CONCESSIONS



TERMINAL KEY



DISCLAIMER:

THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.

GENERAL NOTES:

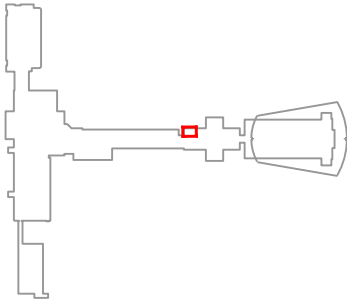
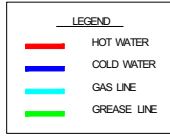
1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

DATE: 07/14/22

SCALE: 1/8" = 1' - 0"

SHEET NUMBER: C120





**DISCLAIMER:**

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## GENERAL NOTES:

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES.
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS.
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR OTHERWISE IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THE TIE AND ANCHORS ARE TIGHT TO THE FLOOR TO CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMBUSTION OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

FRESNO YOSEMITE INTERNATIONAL AIRPORT  
LEASE OUTLINE DRAWINGS

## TERMINAL CONCESSIONS

07/14/22

 $3/32" = 1' - 0"$ 

SCALE:

SCALE:

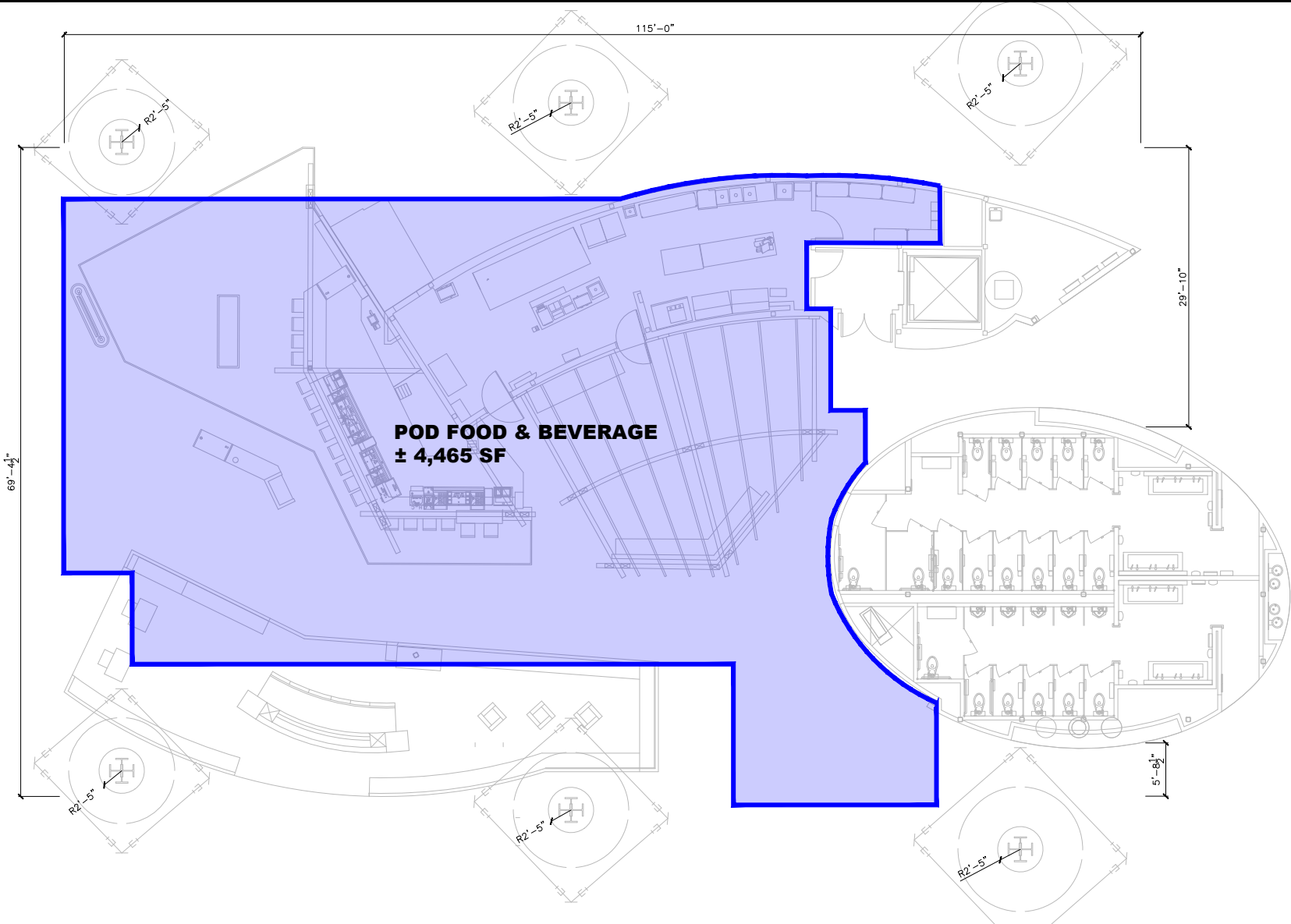
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C134

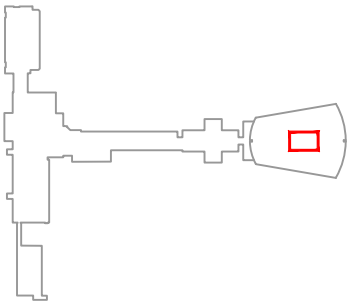


# FRESNO YOSEMITE INTERNATIONAL AIRPORT LEASE OUTLINE DRAWINGS

## TERMINAL CONCESSIONS



### TERMINAL KEY



### DISCLAIMER:

THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.

### GENERAL NOTES:

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

DATE: 05/08/23

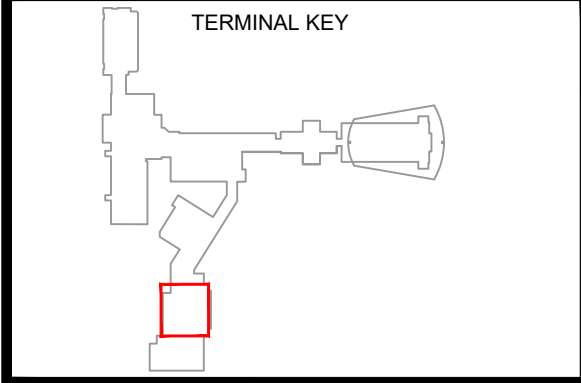
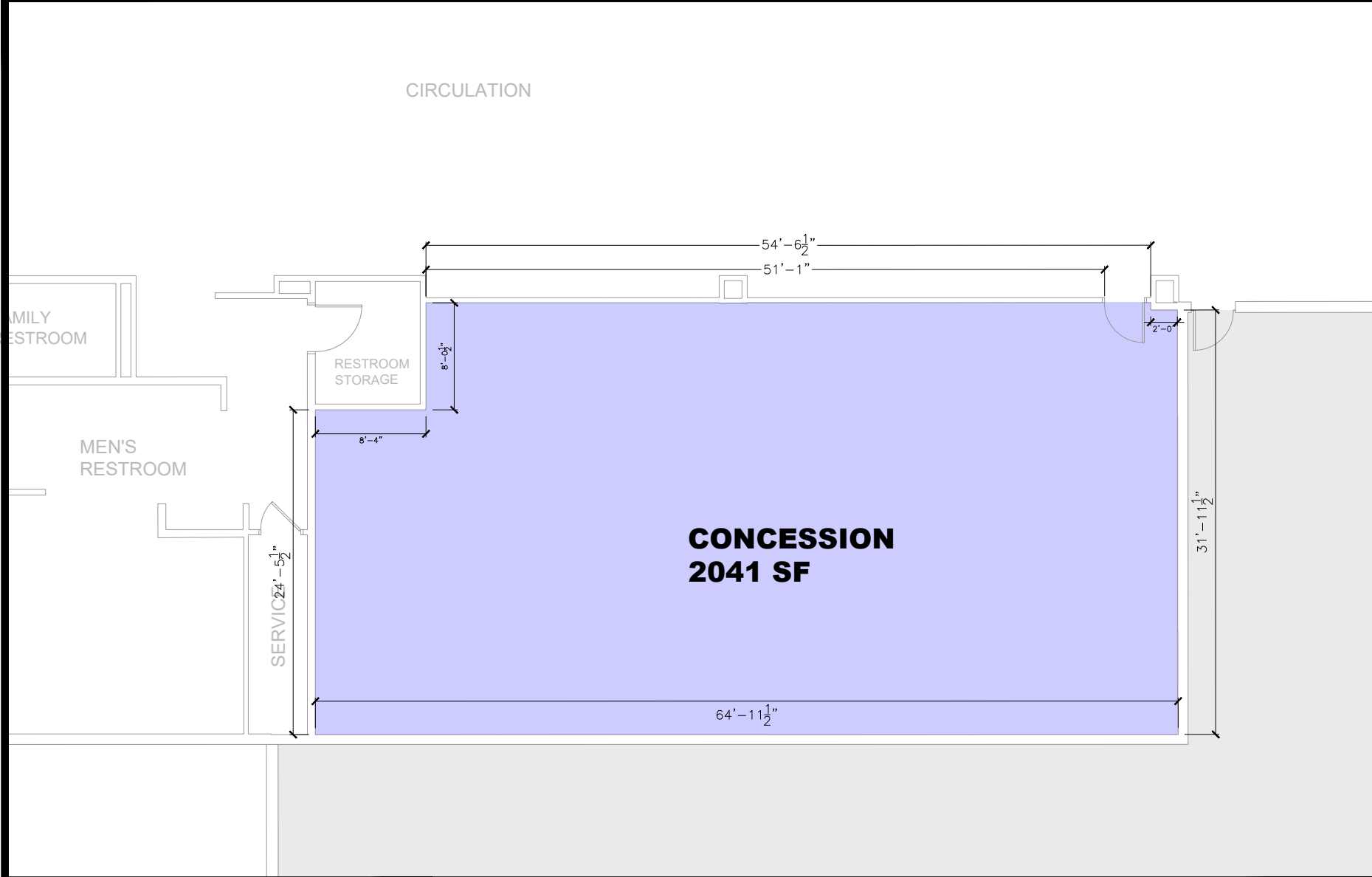
SCALE: 1/16" = 1' - 0"

SHEET NUMBER: C203



FRESNO YOSEMITE INTERNATIONAL AIRPORT  
LEASE OUTLINE DRAWINGS

TERMINAL CONCESSIONS



DISCLAIMER:

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GENERAL NOTES:

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

DATE: 03/09/23

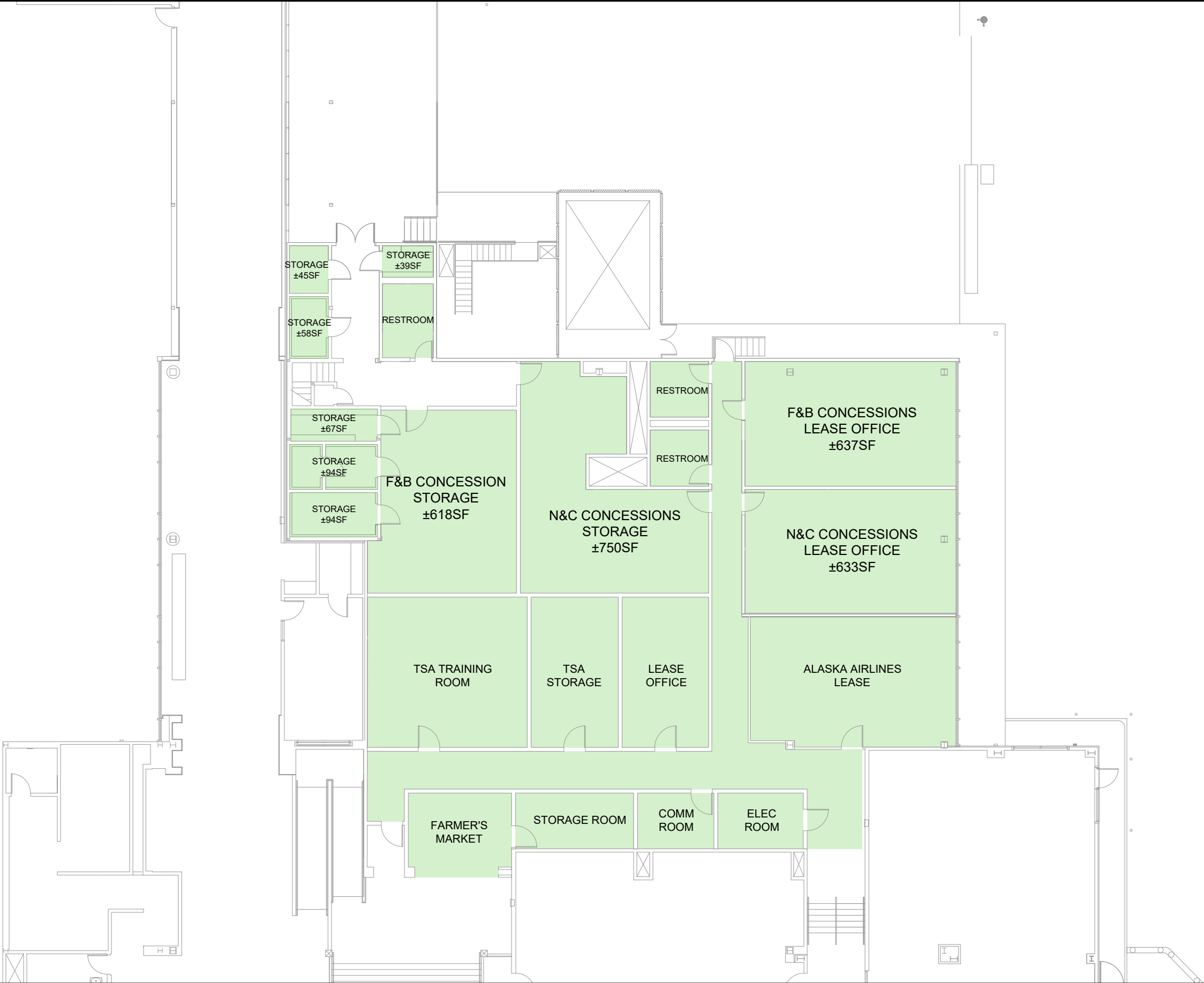
SCALE: 3/32" = 1' - 0"

SHEET NUMBER: G217







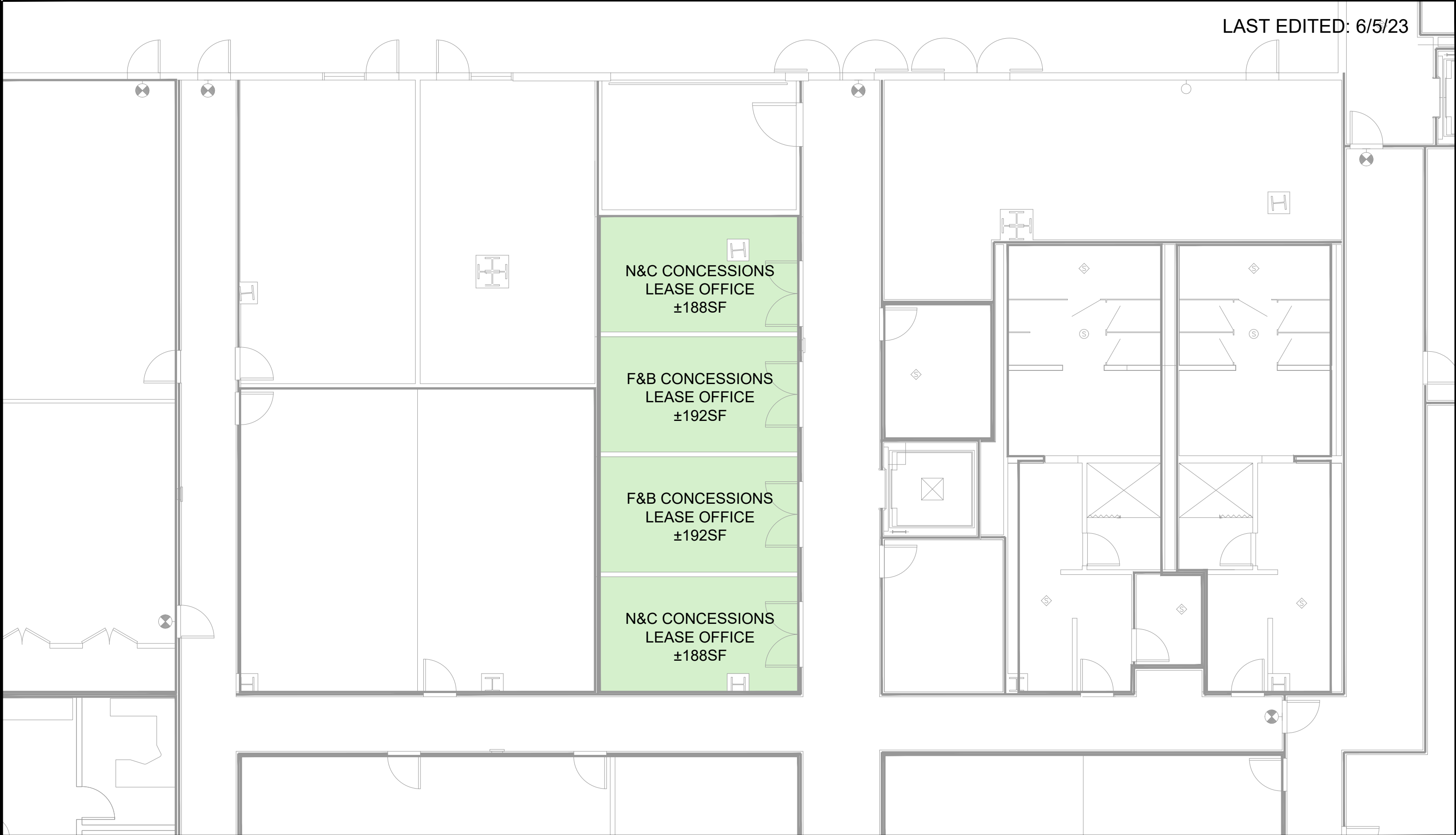


# FRESNO YOSEMITE INTERNATIONAL AIRPORT

CONCESSION SPACE MAP

CENTRAL DISTRIBUTION AREA / CONCESSION STORAGE





# FRESNO YOSEMITE INTERNATIONAL AIRPORT

CONCESSION SPACE MAP

CONCESSION STORAGE (1ST FLOOR POD)



## **EXHIBIT C**





## Monthly Concessions Report

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Month

\_\_\_\_\_, \_\_\_\_\_  
Year

Gross Revenue

Location 1

Location 2

Location 3

Total Gross Receipts

\$

-

**Total Amount Due with this Report:**

\$

-

Overall for Month

Gross Revenue

News

Gift

Convenience

Report Prepared by:

Date Prepared:

Signature:



**EXHIBIT D**  
**Development Schedule**



## **EXHIBIT E**



**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
COMMITMENT FORM**

The ACDBE goal for this concession package is \_\_\_\_%

**NOTE:** *The City will only credit ACDBE participation that is certified by an approved certification entity at the time of proposal submission.*

The undersigned concessionaire/vendor has satisfied the requirements of the proposal specifications in the following manner (Please check (✓) only one box):

- ☐ 100% Self-Performance: The proposer, a certified ACDBE firm and sole concessionaire, is committed to meeting or exceeding the ACDBE goal through 100% self-performance. *(If checked, must submit required ACDBE certificate).*
- ☐ Percentage Participation: The proposer is committed to meeting or exceeding the ACDBE goal, with a minimum of \_\_\_\_% ACDBE participation on this concessions package.
- ☐ The proposer is unable to meet the ACDBE goal and is committed to a minimum of \_\_\_\_% ACDBE participation on this concessions package and submits documentation demonstrating good faith efforts.
- ☐ The proposer is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts.

**NOTE:** *Based on the response provided above by Proposer, City may require the submission of additional clarifying information upon notification of award or during the evaluation process.*

Name of Proposing Entity: \_\_\_\_\_

Name of Authorized Representative or Designee: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_



## **EXHIBIT F**



## DISCLOSURE OF CONFLICT OF INTEREST

\_\_\_\_\_ between City of Fresno ("Fresno")  
 \_\_\_\_\_ ("\_\_\_\_\_")

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(company)

\_\_\_\_\_  
(address)

☐ Additional page(s) attached.

\_\_\_\_\_  
(city state zip)



**EXHIBIT G**  
**Product and Price List**



**EXHIBIT H**





FRESNO YOSEMITE  
International Airport

## **New & Renewal Badge Checklist**

### **Badge Forms:**

\_\_\_\_\_ Identification Badge Application (Reviewed and signed by Signor)

\_\_\_\_\_ Driver's Training Questionnaire (If you will be driving on Airport property)

### **Two Forms of ID:**

\_\_\_\_\_ Driver's License or ID (Must be a current California ID)

### ***and one of the following:***

\_\_\_\_\_ Social Security Card

\_\_\_\_\_ US Passport or;

\_\_\_\_\_ Birth Certificate

\_\_\_\_\_ PIV/CAC/Chipped Card (Must be badging for issuing Government Agency)

### **If born out of the US, one of the forms of ID must be:**

\_\_\_\_\_ Naturalization paper

\_\_\_\_\_ Permanent Resident card or;

\_\_\_\_\_ US Passport

### **Badging Office Hours:**

Renewing Badges and Fingerprinting: Monday, Wednesday, or Friday at 8:00am, 10:00am, or 1:00pm.

New Badge Classes: Tuesdays or Thursdays at 9:30am or 1:00pm.

**Please call to schedule. Walk-ins will not be accepted.**

***Note: If an ID is expiring within 30 days of being presented to the badging office it must also be accompanied by paperwork and/or receipts showing that it has been renewed. All forms must be original. Copies will NOT be accepted.***

***Social Security Cards that are laminated will NOT be accepted.***



# FRESNO YOSEMITE INTERNATIONAL AIRPORT

## IDENTIFICATION BADGE APPLICATION

CM# \_\_\_\_\_

**BOTH SIDES MUST BE COMPLETED PRIOR TO APPOINTMENT**

**Page 1**

**EMPLOYEE**

**EMPLOYEE: THIS SIDE OF THE APPLICATION MUST BE FULLY COMPLETED BY YOU *BEFORE* THE AUTHORIZED REPRESENTATIVE SIGNS OFF ON THE EMPLOYER'S SIDE OF THE APPLICATION**

**\*Full Name**

(Please Print) First Middle Last

**\*Residence Address (No P.O. Box)**

Street Apt. # City State Zip

\*Phone # Cell # \*Email:

\*DOB MM DD YYYY \*Hair \*Eye \*Height \*Weight \*Gender M F

\*Country or State of Birth \*Citizenship Passport Country Passport #

\*DL State Issued \*DL # \*DL Expiration \*SSN

Alias Name (1) Alias DOB

(Please Print) First Middle Last

Alias Name (2)

(Please Print) First Middle Last

Alien Reg # Immigrant Visa # I-94 # DS-1350

\*Company Name \*Job Description/Title

\*Direct Supervisor's Name

\*Supervisor's Title \*Supervisor's Business Phone #

\*Give a brief but detailed statement of specific duties justifying your need for access into Airport secured areas

\*Previous Badge at FYI? Yes No Badge # Return Date

Previous Badge ☐ Renewal ☐ Lost/Stolen ☐ Revoked (Reason) ☐ Returned

Company Previous Badge Issued Under

The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both. (Section 1001 of Title 18 of the United States Code)

\*Signature: \*Date

**PLEASE DO NOT WRITE BELOW THIS LINE (RESERVED FOR OFFICIAL USE ONLY)**

Issued: Badge SIDA LEO STERILE CARGO

Expires Color AOA PUBLIC Tenant/Vendor/Student

Pin # Fee: \$ APS Official

Date SIDA Trained: Driver: Yes No Escort: Yes No Movement: Yes No

Badge #'s

Last Name

First Initial

**\*Required information**



# FRESNO YOSEMITE INTERNATIONAL AIRPORT

## IDENTIFICATION BADGE APPLICATION BOTH SIDES MUST BE COMPLETED PRIOR TO APPOINTMENT

Page 2

### EMPLOYER'S CERTIFICATION

The Transportation Security Administration (TSA) in accordance with 49 CFR Part 1540 series requires that the employer of an airport security identification badge applicant certify that a CHRC will be completed, and this person does not have convictions for any of the listed disqualifying crimes.

In compliance with the requirement stated above, the Employer's Authorized Representative, whose identity, affiliation and signature appear below, hereby attest that the Employee/Applicant identified in Page 1 of the Application form (CHECK BOX BELOW):

- \* ☐ Was hired by this Employer on \_\_\_\_\_; and that the CHRC requirements listed above have been fully met.
- \* ☐ I hereby request driving privileges for this employee. I attached the "Driver's Training Questionnaire" to this application.
- \* ☐ I hereby request SIDA/AOA escort privileges for this employee.

**\*Required information**

\*Employer's Business Name/ Project Contracting Company

\*Street Address

\*City

\*State

\*Zip

Mailing Address (if different than Street Address)

\*Phone #

FAX #

\*Email Address

### Authorized Signature

\*Full Name (Print) First

\*Middle

\*Last

\*Title or Position

\*Signature

\*Date

I UNDERSTAND THAT A \$25.00 FEE WILL BE CHARGED TO MY COMPANY FOR BADGES THAT ARE NOT RETURNED TO:

**FRESNO YOSEMITE INTERNATIONAL AIRPORT**  
**PUBLIC SAFETY OFFICE**  
**4995 E CLINTON WAY**  
**FRESNO, CA 93727**  
**559-621-6650**



**FRESNO YOSEMITE**  
**International Airport**





# DRIVER'S TRAINING QUESTIONNAIRE

(FORM REQUIRED FOR ALL DRIVERS)

All Airport Security Identification Badge holders who are required to operate vehicles on the Airport must obtain a driver designation ("D" designation on the badge) by completing the Air Operations Area (AOA) Driver's Training Program with successful testing.

FAA (FAR Part 139.329) requires that all designated drivers with access to the Aircraft Movement Area (taxiways, runways and their safety areas) will complete a supplementary Movement Area Driver's Training Program ("M" designation on the badge) prior to the initial performance of such duties and at least once every 12 consecutive calendar months. Failure to complete the recurrent training within the required time period will result in an immediate badge suspension. Pedestrian and vehicle operations are forbidden in the Aircraft Movement Area unless the individual has an authorized purpose and has completed the Aircraft Movement Area Driver's Training Program within the last 12 months.

Company/Agency: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

**Please select one from the options below:**

- ☐ Employee (driver) does not require access to the Aircraft Movement Area  
(Employee will complete "AOA" Driver's Training Program and receive "D" designation on the airport badge)
- ☐ Employee (driver) requires access to the Aircraft Movement Area  
(Employee will complete both "AOA" and "Aircraft Movement Area" Driver's Training Programs and receive "D" and "M" designations on the airport badge)

**If the employee requires access to the Aircraft Movement Area, please provide the reason:**

- |  |  |
|--|--|
| <input type="checkbox"/> Involved in Aircraft Pushback from Terminal                 | <input type="checkbox"/> FAA or NWS Employee with Movement Area Duties                   |
| <input type="checkbox"/> Involved in Aircraft Towing on Taxiways                     | <input type="checkbox"/> City of Fresno Airport Dept. Employee with Movement Area Duties |
| <input type="checkbox"/> Involved in Disabled Aircraft Recovery                      | <input type="checkbox"/> Military Employee with Movement Area Duties                     |
| <input type="checkbox"/> Construction Company Contractor Requiring Unescorted Access | <input type="checkbox"/> Other (explain below)   |

Other: \_\_\_\_\_

Authorized  
Signer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## DISQUALIFYING CRIMES

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations;
2. Interference with air navigation;
3. Improper transportation of a hazardous material;
4. Aircraft piracy;
5. Interference with flight crew members or flight attendants;
6. Commission of certain crimes aboard an aircraft in flight;
7. Carrying a weapon or explosive aboard aircraft;
8. Conveying false information and threats;
9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
10. Lighting violation involving transporting controlled substances;
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
12. Destruction of an aircraft or aircraft facility;
13. Murder;
14. Assault with intent to murder;
15. Espionage;
16. Sedition; (Resistance or rebellion against the government in power.)
17. Kidnapping or hostage taking;
18. Treason;
19. Rape or aggravated sexual abuse;
20. Unlawful possession, use, sale, or distribution, or manufacture of an explosive or weapon;
21. Extortion;
22. Armed robbery; or felony unarmed robbery;
23. Distribution of, or intent to distribute, a controlled substance;
24. Felony arson;
25. A Felony involving a threat;
26. A Felony involving –
  1. Willful destruction of property;
  2. Importation or manufacture of a controlled substance;
  3. Burglary;
  4. Theft;
  5. Dishonesty, fraud, or misrepresentation;
  6. Possession or distribution of stolen property;
  7. Aggravated assault;
  8. Bribery; or
  9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year, or any other crime classified as a felony that the Administrator determines indicates a propensity for placing contraband aboard an aircraft in return for money; or;
27. Violence at international airports;
28. Conspiracy or attempt to commit any of the acts referred to in clauses (1) through (28).

I hereby acknowledge that I have not been convicted of any disqualifying criminal offenses, or been found not guilty by reason of insanity. Federal regulations under 49 CFR 1542.209 impose a continuing obligation to disclose to the airport operator within 24 hours if convicted of any of the above listed crimes while still having unescorted access.

The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)”

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_





**AIRPORT PUBLIC SAFETY SUPPLEMENTAL  
QUESTIONNAIRE**

- |   |               |
|---|---------------|
| 1. Have you actually committed any of the previously listed disqualifying crimes even though you may not have been arrested or convicted? | <b>YES/NO</b> |
| 2. Have you committed a theft, or crime of dishonesty, within the past 5 years?   | <b>YES/NO</b> |
| 3. Are you a registered sex offender, or have you committed a sex offense?  | <b>YES/NO</b> |
| 4. Do you have outstanding warrants for your arrest?  | <b>YES/NO</b> |
| 5. Are you currently violating a court order?   | <b>YES/NO</b> |
| 6. Have you committed a drug violation within the last 5 years?   | <b>YES/NO</b> |
| 7. Have you committed a violent crime within the last 10 years?   | <b>YES/NO</b> |
| 8. Do you have a history of mental instability?   | <b>YES/NO</b> |
| 9. Have you committed airport security violations?  | <b>YES/NO</b> |
| 10. Have you engaged in behavior that was not supportive of airport security?   | <b>YES/NO</b> |

A yes answer to any of the above questions may not disqualify you from maintaining or receiving an FYI Identification Badge. If you answered yes to any of the above questions, please give details below. Use a separate sheet of paper if necessary.

---

---

---

---

---

**FAILURE TO DISCLOSE ANY DISQUALIFYING OFFENSES OR CRIMES IS GROUNDS FOR IMMEDIATE AND PERMANENT DENIAL OF AIRPORT PRIVILEGES. YOU WILL BE GIVEN AN OPPORTUNITY TO DISCUSS THE CIRCUMSTANCES OF INCIDENTS, AND EXCEPTIONS ARE POSSIBLE. HOWEVER, FAILURE TO FULLY DISCLOSE PRIOR ARRESTS AND CONVICTIONS IS CONSIDERED UNTRUTHFUL CONDUCT.** INITIAL \_\_\_\_\_

**CERTIFICATE OF APPLICANT** (read carefully before signing): I hereby certify that all statements made on this questionnaire are true and complete to the best of my knowledge. I understand that any misstatements or omissions can be grounds for revocation or denial of an FYI Identification Badge. I further understand that I am required to report any subsequent violations to Airport Public Safety immediately and that I may be subject to background inquiries at any time.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



# Acceptable Documents

All documents must be original and not expired

## LIST A

### Documents that Establish both Identity and Employment Authorization

- 1 U.S. Passport or U.S. Passport Card.



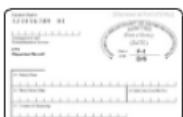
- 2 Permanent Resident Card or Alien Registration Receipt Card (Form I-551) or a foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa.



- 3 Employment Authorization Document that contains a photograph (Form I-766).



- 4 In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitation identified on the form.



\*Regardless if the identification in LIST A establishes identity and employment authorization, applicants are required to present a second piece of identification from this form.

## LIST B

### Documents that Establish Identity

- 1 Driver license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.



- 2 ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.



## LIST C

### Documents that Establish Employment Authorization

- 1 Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States.



- 2 Certification of Birth Abroad issued by the Department of State (Form DS-1350).



- 3 Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal.



- 4 Certificate of Naturalization.





# Acceptable Documents

All documents must be original and not expired

## U.S. Born Citizen

Combination of Identification	LIST A	LIST B		LIST C	
	U.S. Passport	Driver License	Fed/State ID	Social Security Card	Birth Certificate
1	✓	✓			
2	✓		✓		
3	✓			✓	
4	✓				✓
5		✓		✓	
6		✓			✓
7			✓	✓	
8			✓		✓

## U.S. Citizen Born Abroad

Combination of Identification	LIST A	LIST B		LIST C		
	U.S. Passport	Driver License	Fed/State ID	Social Security Card	Certificate of Birth Abroad	Naturalization Certificate
1	✓	✓				
2	✓		✓			
3	✓			✓		
4	✓					✓
5		✓			✓	
6		✓				✓
7			✓		✓	
8			✓			✓

## Foreign Citizen

Combination of Identification	LIST A			LIST B		LIST C
	Permanent Resident Card	Employment Authorization	Visa + I-94+ Valid Foreign Passport	Driver License	Fed/State ID	Social Security Card
1	✓			✓		
2	✓				✓	
3	✓					✓
4		✓		✓		
5		✓			✓	
6		✓				✓
7			✓	✓		
8			✓		✓	
9			✓			✓



# **EXHIBIT I**



## EXAMPLE OF SEVERE DECLINE IN ENPLANEMENTS FOR THREE MONTHS CALCULATION

The following calculation scenario is intended to provide an example of the mechanics of the Severe Decline in Enplanements for Three Months provision. The enplanement figures used in the calculation are not intended to be representations of actual or projected enplanement levels in the past, present or future.

Assumptions used in Example:

- Current Year – 2023
- Previous Year - 2022

The following table shows the monthly enplanements for the Previous Year (2022) above monthly enplanements for the Current Year (2023):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Previous Year	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>
Epax (000)	70	70	85	100	110	120	110	100	80	70	80	90
	Jan	Feb	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Dec
Current Year	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>
Epax (000)	80	80	60	70	70	70	90	60	70	60	70	90
% of Previous Month's Epax	114.3%	114.3%	70.6%	70.0%	63.6%	58.3%	81.8%	60.0%	87.5%	85.7%	87.5%	100.0%

Per the enplanements shown in this table, there occurs a Severe Decline in Enplanements for Three Months with respect to the months March 2023 – May 2023, and the Space Rent shall be suspended effective June 1, 2023. Enplanement Stabilization for Three Months occurs with respect to the months September 2023 – November 2023, and the Space Rent shall be reinstated effective December 1, 2023.



## **EXHIBIT J**





**NOTICE OF ANNUAL RENTAL ADJUSTMENT**  
**(Based on USDLBLS Consumer Price Index**  
**for All Urban Consumers - All Items)**

July 1, 2023 12:00 AM

RE: FOOD & BEVERAGE CONCESSIONS  
AGREEMENT  
SSP America FAT, LLC.

The rental adjustment calculation shown to the right  
was completed in keeping with the intent of the lease  
for support space in the Food & Beverage  
Concessions at Fresno Yosemite International Airport,

between

**THE CITY OF FRESNO, CALIFORNIA**

AND  
**SSP America FAT, LLC.**

**EFFECTIVE: July 1, 2024**

**\*\* MONTHLY RENTAL WILL BE: \$3,563.00**

If you have any questions concerning this matter,  
please contact the undersigned at (559) 621-4500.

Best,

Airports Properties Division  
City of Fresno - Airports Department

**FRESNO YOSEMITE INTERNATIONAL AIRPORT**  
**FOOD & BEVERAGE CONCESSIONS**  
**SUPPORT SPACE**

DATE: July 1, 2023 12:00 AM

=====

**ANNUAL RENTAL ADJUSTMENT COMPUTATION**  
**FOR LEASE YEAR COMMENCING:**  
**July 1, 2024**

=====

USDLBLS CPI - JAN-DEC., 2021 .....	265.510 *
USDLBLS CPI - JAN-DEC., 2022 .....	287.984 *
AMOUNT OF CPI CHANGE .....	22.5
PERCENTAGE CPI CHANGE .....	8.4645%
SQUARE FOOTAGE .....	2,036.00
CURRENT MONTHLY RENTAL .....	\$3,393.33
CURRENT RENT P/SQ FT/YR .....	20.0000
AMOUNT OF ADJUSTMENT .....	1.00000
NEW MONTHLY RENTAL .....	21.0000
<b>NOTE: 5% MAXIMUM APPLIES</b>	
AMOUNT OF ADJUSTMENT .....	\$169.67

<b>NEW MONTHLY RENTAL</b>	<b>\$3,563.00</b>
<b>EFFECTIVE: July 1, 2024</b>	<b>\$42,756.00</b>

Prepared by: CITY OF FRESNO  
AIRPORTS DEPARTMENT  
PROPERTIES DIVISION  
4995 EAST CLINTON WAY  
FRESNO, CA 93727-1504

TELEPHONE: (559) 621-4500  
FACSIMILE: (559) 251-4825

**NOTES:**

\* PER USDL/BLS

\*\*Actual monthly amount billed may be  
different than shown on this spreadsheet  
due to rounding.





**NOTICE OF ANNUAL RENTAL ADJUSTMENT**  
**(Based on USDLBLS Consumer Price Index**  
**for All Urban Consumers - All Items)**

July 1, 2023 12:00 AM

RE: FOOD & BEVERAGE CONCESSIONS  
AGREEMENT  
SSP America FAT, LLC

The rental adjustment calculation shown to the right  
was completed in keeping with the intent of the lease  
for concession space in the Food & Beverage  
Concessions at Fresno Yosemite International Airport,

between

**THE CITY OF FRESNO, CALIFORNIA**

AND  
**SSP America FAT, LLC.**

**EFFECTIVE:** July 1, 2024

**\*\* MONTHLY RENTAL WILL BE: \$28,472.50**

If you have any questions concerning this matter,  
please contact the undersigned at (559) 621-4500.

Best,

Airports Properties Division  
City of Fresno - Airports Department

**FRESNO YOSEMITE INTERNATIONAL AIRPORT**  
**FOOD & BEVERAGE CONCESSIONS**  
**CONCESSION SPACE**

DATE: July 1, 2023 12:00 AM

=====

**ANNUAL RENTAL ADJUSTMENT COMPUTATION**  
**FOR LEASE YEAR COMMENCING:**  
**July 1, 2024**

=====

USDLBLS CPI - JAN-DEC.,	2021 .....	265.510 *
USDLBLS CPI - JAN-DEC.,	2022 .....	287.984 *
AMOUNT OF CPI CHANGE	.....	22.5
PERCENTAGE CPI CHANGE	.....	8.4645%
SQUARE FOOTAGE	.....	8,135.00
CURRENT MONTHLY RENTAL	.....	\$27,116.67
CURRENT RENT P/SQ FT/YR	.....	40.0000
AMOUNT OF ADJUSTMENT	.....	2.00000
NEW MONTHLY RENTAL	.....	42.0000
<b>NOTE: 5% MAXIMUM APPLIES</b>		
AMOUNT OF ADJUSTMENT	.....	\$1,355.83

<b>NEW MONTHLY RENTAL</b>	<b>\$28,472.50</b>
<b>EFFECTIVE:</b> July 1, 2024	<b>\$341,670.00</b>

Prepared by: CITY OF FRESNO  
AIRPORTS DEPARTMENT  
PROPERTIES DIVISION  
4995 EAST CLINTON WAY  
FRESNO, CA 93727-1504

TELEPHONE: (559) 621-4500  
FACSIMILE: (559) 251-4825

**NOTES:**

\* PER USDL/BLS

\*\*Actual monthly amount billed may be  
different than shown on this spreadsheet  
due to rounding.



**EXHIBIT K**  
**Initial Capital Investment**



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE  
LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

FULL SERVICE  
POD

4100

\$939



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$5,450,605</b>	<b>\$5,590,449</b>	<b>\$5,790,798</b>	<b>\$6,015,490</b>	<b>\$6,269,213</b>	<b>\$6,499,495</b>	<b>\$6,732,716</b>	<b>\$7,002,025</b>	<b>\$7,282,106</b>	<b>\$7,573,390</b>	<b>\$7,876,326</b>	<b>\$8,191,379</b>	<b>\$8,519,034</b>	<b>\$8,859,795</b>	<b>\$9,214,187</b>	<b>\$106,867,005</b>
Operating Expenses																	
Cost of Goods	19.2%	\$1,046,516	\$1,073,366	\$1,111,833	\$1,154,974	\$1,203,689	\$1,247,903	\$1,292,681	\$1,344,389	\$1,398,164	\$1,454,091	\$1,512,255	\$1,572,745	\$1,635,654	\$1,701,081	\$1,769,124	\$20,518,465
Labor	33.3%	\$1,817,766	\$1,864,404	\$1,931,220	\$2,006,154	\$2,090,770	\$2,167,569	\$2,245,348	\$2,335,162	\$2,428,568	\$2,525,711	\$2,626,739	\$2,731,809	\$2,841,081	\$2,954,725	\$3,072,913	\$35,639,940
Space Rent	\$40.00	\$164,000	\$172,200	\$180,810	\$189,851	\$199,343	\$209,310	\$219,776	\$230,764	\$242,303	\$254,418	\$267,139	\$280,496	\$294,520	\$309,246	\$324,709	\$3,538,884
Percentage Rent	10.0%	\$381,061	\$386,845	\$398,270	\$411,698	\$427,578	\$440,639	\$453,496	\$469,438	\$485,908	\$502,921	\$520,494	\$538,642	\$557,383	\$576,733	\$596,710	\$7,147,816
Other Direct Expenses	3.1%	\$168,969	\$173,304	\$179,515	\$186,480	\$194,346	\$201,484	\$208,714	\$217,063	\$225,745	\$234,775	\$244,166	\$253,933	\$264,090	\$274,654	\$285,640	\$3,312,877
G&A	5.1%	\$277,981	\$285,113	\$295,331	\$306,790	\$319,730	\$331,474	\$343,369	\$357,103	\$371,387	\$386,243	\$401,693	\$417,760	\$434,471	\$451,850	\$469,924	\$5,450,217
Royalties	3.0%	\$163,518	\$167,713	\$173,724	\$180,465	\$188,076	\$194,985	\$201,981	\$210,061	\$218,463	\$227,202	\$236,290	\$245,741	\$255,571	\$265,794	\$276,426	\$3,206,010
Utilities	1.5%	\$81,759	\$83,857	\$86,862	\$90,232	\$94,038	\$97,492	\$100,991	\$105,030	\$109,232	\$113,601	\$118,145	\$122,871	\$127,786	\$132,897	\$138,213	\$1,603,005
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$28,954	\$30,077	\$31,346	\$32,497	\$33,664	\$35,010	\$36,411	\$37,867	\$39,382	\$40,957	\$42,595	\$44,299	\$433,059
<b>Total Operating Expenses</b>	<b>75.7%</b>	<b>\$4,101,570</b>	<b>\$4,206,802</b>	<b>\$4,357,565</b>	<b>\$4,555,598</b>	<b>\$4,747,648</b>	<b>\$4,922,203</b>	<b>\$5,098,853</b>	<b>\$5,302,674</b>	<b>\$5,514,781</b>	<b>\$5,735,372</b>	<b>\$5,964,787</b>	<b>\$6,203,378</b>	<b>\$6,451,513</b>	<b>\$6,709,574</b>	<b>\$6,977,957</b>	<b>\$80,850,274</b>
EBITDA	24.3%	\$1,349,035	\$1,383,647	\$1,433,234	\$1,459,891	\$1,521,565	\$1,577,291	\$1,633,863	\$1,699,351	\$1,767,325	\$1,838,018	\$1,911,539	\$1,988,000	\$2,067,520	\$2,150,221	\$2,236,230	\$26,016,732
Amortization/Depreciation	3.6%	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$256,533	-\$3,847,990
Interest & Taxes (24%)	24.0%	-\$323,768	-\$332,075	-\$343,976	-\$350,374	-\$365,176	-\$378,550	-\$392,127	-\$407,844	-\$424,158	-\$441,124	-\$458,769	-\$477,120	-\$496,205	-\$516,053	-\$536,695	-\$6,244,016
<b>NET PROFIT</b>	<b>14.9%</b>	<b>\$768,734</b>	<b>\$795,039</b>	<b>\$832,725</b>	<b>\$852,985</b>	<b>\$899,857</b>	<b>\$942,209</b>	<b>\$985,203</b>	<b>\$1,034,974</b>	<b>\$1,086,634</b>	<b>\$1,140,361</b>	<b>\$1,196,237</b>	<b>\$1,254,348</b>	<b>\$1,314,783</b>	<b>\$1,377,635</b>	<b>\$1,443,002</b>	<b>\$15,924,726</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE

LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

NATIONAL BRANDED COFFEE

C134

842

\$900



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$1,311,962</b>	<b>\$1,345,623</b>	<b>\$1,393,847</b>	<b>\$1,447,930</b>	<b>\$1,509,001</b>	<b>\$1,564,430</b>	<b>\$1,620,567</b>	<b>\$1,685,389</b>	<b>\$1,752,805</b>	<b>\$1,822,917</b>	<b>\$1,895,834</b>	<b>\$1,971,667</b>	<b>\$2,050,534</b>	<b>\$2,132,555</b>	<b>\$2,217,857</b>	<b>\$25,722,917</b>
Operating Expenses																	
Cost of Goods	24.0%	\$314,871	\$322,949	\$334,523	\$347,503	\$362,160	\$375,463	\$388,936	\$404,493	\$420,673	\$437,500	\$455,000	\$473,200	\$492,128	\$511,813	\$532,286	\$6,173,500
Labor	40.0%	\$525,140	\$538,614	\$557,916	\$579,564	\$604,009	\$626,196	\$648,666	\$674,612	\$701,597	\$729,661	\$758,847	\$789,201	\$820,769	\$853,600	\$887,744	\$10,296,137
Space Rent	\$40.00	\$33,680	\$35,364	\$37,132	\$38,989	\$40,938	\$42,985	\$45,134	\$47,391	\$49,761	\$52,249	\$54,861	\$57,604	\$60,484	\$63,509	\$66,684	\$726,766
Percentage Rent	10.0%	\$97,516	\$99,198	\$102,252	\$105,804	\$109,962	\$113,458	\$116,922	\$121,148	\$125,520	\$130,043	\$134,722	\$139,562	\$144,569	\$149,747	\$155,102	\$1,845,526
Other Direct Expenses	3.1%	\$40,671	\$41,714	\$43,209	\$44,886	\$46,779	\$48,497	\$50,238	\$52,247	\$54,337	\$56,510	\$58,771	\$61,122	\$63,567	\$66,109	\$68,754	\$797,410
G&A	5.1%	\$66,910	\$68,627	\$71,086	\$73,844	\$76,959	\$79,786	\$82,649	\$85,955	\$89,393	\$92,969	\$96,688	\$100,555	\$104,577	\$108,760	\$113,111	\$1,311,869
Royalties	3.0%	\$39,359	\$40,369	\$41,815	\$43,438	\$45,270	\$46,933	\$48,617	\$50,562	\$52,584	\$54,688	\$56,875	\$59,150	\$61,516	\$63,977	\$66,536	\$771,688
Utilities	1.5%	\$19,679	\$20,184	\$20,908	\$21,719	\$22,635	\$23,466	\$24,308	\$25,281	\$26,292	\$27,344	\$28,438	\$29,575	\$30,758	\$31,988	\$33,268	\$385,844
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$6,969	\$7,240	\$7,545	\$7,822	\$8,103	\$8,427	\$8,764	\$9,115	\$9,479	\$9,858	\$10,253	\$10,663	\$104,237
<b>Total Operating Expenses</b>	<b>87.1%</b>	<b>\$1,137,827</b>	<b>\$1,167,019</b>	<b>\$1,208,843</b>	<b>\$1,262,717</b>	<b>\$1,315,953</b>	<b>\$1,364,330</b>	<b>\$1,413,292</b>	<b>\$1,469,792</b>	<b>\$1,528,584</b>	<b>\$1,589,727</b>	<b>\$1,653,316</b>	<b>\$1,719,449</b>	<b>\$1,788,227</b>	<b>\$1,859,756</b>	<b>\$1,934,146</b>	<b>\$22,412,976</b>
EBITDA	12.9%	\$174,135	\$178,603	\$185,004	\$185,213	\$193,049	\$200,100	\$207,274	\$215,597	\$224,221	\$233,190	\$242,518	\$252,218	\$262,307	\$272,799	\$283,711	\$3,309,940
Amortization/Depreciation	2.9%	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$50,520	-\$757,800
Interest & Taxes (24%)	24.0%	-\$41,793	-\$42,865	-\$44,401	-\$44,451	-\$46,332	-\$48,024	-\$49,746	-\$51,743	-\$53,813	-\$55,966	-\$58,204	-\$60,532	-\$62,954	-\$65,472	-\$68,091	-\$794,386
<b>NET PROFIT</b>	<b>6.8%</b>	<b>\$81,823</b>	<b>\$85,218</b>	<b>\$90,083</b>	<b>\$90,242</b>	<b>\$96,197</b>	<b>\$101,556</b>	<b>\$107,008</b>	<b>\$113,334</b>	<b>\$119,888</b>	<b>\$126,704</b>	<b>\$133,793</b>	<b>\$141,166</b>	<b>\$148,833</b>	<b>\$156,807</b>	<b>\$165,101</b>	<b>\$1,757,755</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE

LOCATION

SQUARE FOOTAGE

CAPEX PER SQUARE FOOT

QUICK SERVE

C120

787

\$1500



EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$1,731,790</b>	<b>\$1,776,222</b>	<b>\$1,839,878</b>	<b>\$1,911,268</b>	<b>\$1,991,882</b>	<b>\$2,065,048</b>	<b>\$2,139,148</b>	<b>\$2,224,714</b>	<b>\$2,313,702</b>	<b>\$2,406,250</b>	<b>\$2,502,500</b>	<b>\$2,602,600</b>	<b>\$2,706,704</b>	<b>\$2,814,973</b>	<b>\$2,927,572</b>	<b>\$33,954,250</b>
Operating Expenses																	
Cost of Goods	21.0%	\$363,676	\$373,007	\$386,374	\$401,366	\$418,295	\$433,660	\$449,221	\$467,190	\$485,877	\$505,313	\$525,525	\$546,546	\$568,408	\$591,144	\$614,790	\$7,130,393
Labor	44.1%	\$764,099	\$783,703	\$811,789	\$843,287	\$878,856	\$911,138	\$943,833	\$981,586	\$1,020,849	\$1,061,683	\$1,104,151	\$1,148,317	\$1,194,249	\$1,242,019	\$1,291,700	\$14,981,258
Space Rent	\$40.00	\$31,480	\$33,054	\$34,707	\$36,442	\$38,264	\$40,177	\$42,186	\$44,296	\$46,510	\$48,836	\$51,278	\$53,841	\$56,534	\$59,360	\$62,328	\$679,293
Percentage Rent	10.0%	\$141,699	\$144,568	\$149,281	\$154,685	\$160,924	\$166,327	\$171,729	\$178,176	\$184,860	\$191,789	\$198,972	\$206,419	\$214,137	\$222,137	\$230,429	\$2,716,132
Other Direct Expenses	3.1%	\$53,685	\$55,063	\$57,036	\$59,249	\$61,748	\$64,016	\$66,314	\$68,966	\$71,725	\$74,594	\$77,578	\$80,681	\$83,908	\$87,264	\$90,755	\$1,052,582
G&A	5.1%	\$88,321	\$90,587	\$93,834	\$97,475	\$101,586	\$105,317	\$109,097	\$113,460	\$117,999	\$122,719	\$127,628	\$132,733	\$138,042	\$143,564	\$149,306	\$1,731,667
Royalties	3.0%	\$51,954	\$53,287	\$55,196	\$57,338	\$59,756	\$61,951	\$64,174	\$66,741	\$69,411	\$72,188	\$75,075	\$78,078	\$81,201	\$84,449	\$87,827	\$1,018,628
Utilities	1.5%	\$25,977	\$26,643	\$27,598	\$28,669	\$29,878	\$30,976	\$32,087	\$33,371	\$34,706	\$36,094	\$37,538	\$39,039	\$40,601	\$42,225	\$43,914	\$509,314
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$9,199	\$9,556	\$9,959	\$10,325	\$10,696	\$11,124	\$11,569	\$12,031	\$12,513	\$13,013	\$13,534	\$14,075	\$137,593
<b>Total Operating Expenses</b>	<b>88.2%</b>	<b>\$1,520,891</b>	<b>\$1,559,912</b>	<b>\$1,615,815</b>	<b>\$1,687,711</b>	<b>\$1,758,864</b>	<b>\$1,823,523</b>	<b>\$1,888,965</b>	<b>\$1,964,482</b>	<b>\$2,043,061</b>	<b>\$2,124,783</b>	<b>\$2,209,775</b>	<b>\$2,298,166</b>	<b>\$2,390,092</b>	<b>\$2,485,696</b>	<b>\$2,585,124</b>	<b>\$29,956,859</b>
EBITDA	11.8%	\$210,899	\$216,310	\$224,062	\$223,557	\$233,017	\$241,524	\$250,182	\$260,232	\$270,642	\$281,467	\$292,726	\$304,435	\$316,612	\$329,277	\$342,448	\$3,997,391
Amortization/Depreciation	3.5%	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$78,700	-\$1,180,500
Interest & Taxes (24%)	24.0%	-\$50,616	-\$51,914	-\$53,775	-\$53,654	-\$55,924	-\$57,966	-\$60,044	-\$62,456	-\$64,954	-\$67,552	-\$70,254	-\$73,064	-\$75,987	-\$79,026	-\$82,187	-\$959,374
<b>NET PROFIT</b>	<b>5.5%</b>	<b>\$81,583</b>	<b>\$85,696</b>	<b>\$91,587</b>	<b>\$91,203</b>	<b>\$98,393</b>	<b>\$104,858</b>	<b>\$111,439</b>	<b>\$119,077</b>	<b>\$126,988</b>	<b>\$135,215</b>	<b>\$143,772</b>	<b>\$152,671</b>	<b>\$161,925</b>	<b>\$171,550</b>	<b>\$181,560</b>	<b>\$1,857,517</b>



## FRESNO INTERNATIONAL AIRPORT

PERMITTED USE  
 LOCATION  
 SQUARE FOOTAGE  
 CAPEX PER SQUARE FOOT

**TOTAL**  
**SSP America, Inc.**  
**5729**  
**\$1,010**

EPAX Forecast		1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300	
Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
<b>Gross Sales</b>		<b>\$8,494,357</b>	<b>\$8,712,293</b>	<b>\$9,024,523</b>	<b>\$9,374,687</b>	<b>\$9,770,095</b>	<b>\$10,128,972</b>	<b>\$10,492,430</b>	<b>\$10,912,128</b>	<b>\$11,348,613</b>	<b>\$11,802,557</b>	<b>\$12,274,660</b>	<b>\$12,765,646</b>	<b>\$13,276,272</b>	<b>\$13,807,323</b>	<b>\$14,359,616</b>	<b>\$166,544,172</b>
Operating Expenses																	
Cost of Goods	20.3%	\$1,725,063	\$1,769,322	\$1,832,731	\$1,903,843	\$1,984,144	\$2,057,026	\$2,130,839	\$2,216,072	\$2,304,715	\$2,396,904	\$2,492,780	\$2,592,491	\$2,696,190	\$2,804,038	\$2,916,200	\$33,822,358
Labor	36.6%	\$3,107,005	\$3,186,720	\$3,300,925	\$3,429,006	\$3,573,636	\$3,704,903	\$3,837,846	\$3,991,360	\$4,151,014	\$4,317,055	\$4,489,737	\$4,669,327	\$4,856,100	\$5,050,344	\$5,252,357	\$60,917,335
Space Rent	\$40.00	\$229,160	\$240,618	\$252,649	\$265,281	\$278,545	\$292,473	\$307,096	\$322,451	\$338,574	\$355,502	\$373,277	\$391,941	\$411,538	\$432,115	\$453,721	\$4,944,944
Percentage Rent	10.0%	\$620,276	\$630,611	\$649,803	\$672,187	\$698,464	\$720,425	\$742,147	\$768,762	\$796,288	\$824,753	\$854,188	\$884,623	\$916,089	\$948,617	\$982,240	\$11,709,474
Other Direct Expenses	3.1%	\$263,325	\$270,081	\$279,760	\$290,615	\$302,873	\$313,998	\$325,265	\$338,276	\$351,807	\$365,879	\$380,514	\$395,735	\$411,564	\$428,027	\$445,148	\$5,162,869
G&A	5.1%	\$433,212	\$444,327	\$460,251	\$478,109	\$498,275	\$516,578	\$535,114	\$556,519	\$578,779	\$601,930	\$626,008	\$651,048	\$677,090	\$704,173	\$732,340	\$8,493,753
Royalties	3.0%	\$254,831	\$261,369	\$270,736	\$281,241	\$293,103	\$303,869	\$314,773	\$327,364	\$340,458	\$354,077	\$368,240	\$382,969	\$398,288	\$414,220	\$430,788	\$4,996,325
Utilities	1.5%	\$127,415	\$130,684	\$135,368	\$140,620	\$146,551	\$151,935	\$157,386	\$163,682	\$170,229	\$177,038	\$184,120	\$191,485	\$199,144	\$207,110	\$215,394	\$2,498,163
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$45,123	\$46,873	\$48,850	\$50,645	\$52,462	\$54,561	\$56,743	\$59,013	\$61,373	\$63,828	\$66,381	\$69,037	\$674,890
<b>Total Operating Expenses</b>	<b>80.0%</b>	<b>\$6,760,287</b>	<b>\$6,933,733</b>	<b>\$7,182,223</b>	<b>\$7,506,026</b>	<b>\$7,822,465</b>	<b>\$8,110,056</b>	<b>\$8,401,111</b>	<b>\$8,736,947</b>	<b>\$9,086,425</b>	<b>\$9,449,882</b>	<b>\$9,827,877</b>	<b>\$10,220,992</b>	<b>\$10,629,832</b>	<b>\$11,055,025</b>	<b>\$11,497,226</b>	<b>\$133,220,109</b>
EBITDA	20.0%	\$1,734,070	\$1,778,560	\$1,842,300	\$1,868,661	\$1,947,630	\$2,018,916	\$2,091,319	\$2,175,181	\$2,262,188	\$2,352,675	\$2,446,782	\$2,544,654	\$2,646,440	\$2,752,297	\$2,862,389	\$33,324,063
Amortization/Depreciation	3.5%	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$385,753	-\$5,786,290
Interest & Taxes (24%)	24.0%	-\$416,177	-\$426,854	-\$442,152	-\$448,479	-\$467,431	-\$484,540	-\$501,917	-\$522,043	-\$542,925	-\$564,642	-\$587,228	-\$610,717	-\$635,146	-\$660,551	-\$686,973	-\$7,997,775
<b>NET PROFIT</b>	<b>11.7%</b>	<b>\$932,141</b>	<b>\$965,953</b>	<b>\$1,014,395</b>	<b>\$1,034,430</b>	<b>\$1,094,447</b>	<b>\$1,148,623</b>	<b>\$1,203,650</b>	<b>\$1,267,385</b>	<b>\$1,333,510</b>	<b>\$1,402,281</b>	<b>\$1,473,802</b>	<b>\$1,548,184</b>	<b>\$1,625,542</b>	<b>\$1,705,993</b>	<b>\$1,789,663</b>	<b>\$19,539,998</b>



Proposer's Name SSP America, Inc.  
(Submit with Proposal)

**FORM 13: ANTICIPATED MINIMUM CAPITAL INVESTMENT PROPOSAL**

**FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO  
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,  
AIRPORTS DEPARTMENT**

**REQUEST FOR PROPOSALS NO. 12300507**

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following:

**SCHEDULE 1: PROPOSAL SHEET FOR INITIAL CAPITAL INVESTMENT PER FOOD & BEVERAGE CONCESSION UNIT**

SCHEDULE NO.1 – FAT: Initial Capital Investment (Dollar Amount) per Food & Beverage Concession Unit. (Be Advised, there is also a Mid-Term Refurbishment Requirement for Each Food & Beverage Concession Unit. The Refurbishment Requirement (not less than ½ of 1% of each Unit's Total Gross Sales) will begin at the start of Year 4 (2026) for those Units located in Concourse A and at the start of Year 5 (2027) for those Units located in Concourse B, and continue through each subsequent year, including Option Years.)

Concession Location (Concourse, Space #, Sq.Ft.)*	Merchandising Plan	Minimum Opening Year	Initial Capital Investment (Dollar Amount)
Concourse A; Space C-134 (842.ft.)	National Branded Coffee	2023	\$ 1,180,500.00
Concourse A; Space C-120 (787sq.ft.)	Quick Service Restaurant (local concept preferred)	2023	\$ 757,800.00
Concourse A; Space POD (5,000sq.ft.) F&B ONLY	Food & Beverage location(s) w/ Full Bar & News & Convenience	2023	\$ 3,847,990.00
<b>Total Initial Capital Investment (Dollar Amount) For All Food &amp; Beverage Units</b>			<b>\$ 5,786,290.00</b>

\*The quantities/square footage listed on the proposal page(s) are estimates.

FAT Total Schedule No. 1 is \$ Five Million seven hundred eighty six thousand two hundred ninety dollars and  
zero cents.

**All capital investment amounts will be funded by internal reserves**

**\*Please note that Space POD above is showing 5,000sq.ft., as per Addendum No. 5, this space was updated to 4,100sq.ft.**



**EXHIBIT L**





## FAA Airports

### ASSURANCES AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and



assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>



- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.



- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### ***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall



apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere



with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.



**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The



accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.



## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable



classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for



which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the



public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.



## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.



- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.



2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development



project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.



### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.