



13 June 2017

Analysis of Evaluation Scoring for Ivar's Proposal Lease Group 3 Food Service Single Unit 15

SUMMARY: A FLAWED PROCESS

A careful review of the Port's process and the way it was carried out raise many serious doubts about whether the process was capable of meeting the goals established by the Commission as well as whether the Port staff executed the process well. For example:

- **The interview was a sham:**
 - Ivar's was told at the conclusion of its interview in November that it was not being selected, even though other competitors for the space had not yet been interviewed and a decision wasn't made until June.
 - The interview was profoundly unprofessional. More than 20 of 30 minutes was spent responding to the consultant's personal issues with gluten. This denied Ivar's the ability to provide critical information to augment its written proposal and address questions on more significant topics.
 - It is clear from the panel's written evaluation that information Ivar's presented in the interview was never considered.
- **The Evaluation Panel was simply not qualified:**
 - The evaluation panel selected by the Port staff was not qualified to render judgments about the financial capability, operational excellence or design of a restaurant. None have operated a business enterprise, let alone a restaurant. The outside consultant knew little, if anything, about the Pacific Northwest market.
- **Scoring was seriously flawed:**
 - Scoring ignored the written rules regarding page limits.
 - Ivar's was downgraded for not altering the chain's branding to "keep up with the airport's improvements." Expecting an iconic brand with many local outlets to change its branding at one location (the airport) reflects the panel's lack of experience.
 - Questionable judgment in scoring – e.g., in the management and staffing section – how reliable is the scoring when applicants who have never operated the concept they are presenting get more points for management and staffing than an operation that is said to be the most successful airport restaurant per square foot in the country?
- **The integrity of the process was violated:**

- The Airport Leasing manager, Port CEO, and another airport concessionaire told us that we would not be selected even before the process concluded.
- **The process didn't consider certain very important things:**
 - There was no green goal, either for environmental efficiency of operations or for best use of building materials. The scoring for capital investment specifically violates the Commission's stated goal to "Improve efficiency and affordability in the unit build out process." This is not only the most wasteful, anti-environmental approach; it is the most harmful to the future profitability of operators.
 - Despite the Commission's goal to strengthen the airport's Northwest Sense of Place, this process assigned that goal virtually no value.
 - The airport staff said it could not and would not consider Ivar's performance at the airport. Yet in making its announcement of the winner, the Port called attention to the winner's experience at SeaTac.
 - There was no risk analysis considering the higher risk of start-up businesses, compared with our 79 years in business.
 - Despite the Commission's goal of growing revenues, the process gave no consideration to an applicant's ability to satisfy customers. (Example: this process displaces Sea-Tac's restaurant producing the highest customer-satisfaction scores.)
- **The process created disadvantages for existing operators:**
 - The evaluation included no criterion to measure Customer Service or Customer Choices. Don't we exist to serve customers at the airport. Why was this not a factor in the decision
 - The point system created an incentive to spend as much as possible on new capital investment. An existing operator was penalized substantially if it did not tear out its existing facility.
 - Setting the same page-limits for new and existing operations is inherently unreasonable. No responsible operator can answer certain questions in as brief a manner as an applicant who has never operated the concept being proposed. Then, refusing to score the information provided because of this unreasonable limitation is very effective technique to prevent an existing operator in a very competitive location from being selected.
- **Errors of fact by evaluators:**
 - The written evaluation misstates facts about Ivar's, leading one to question how much care and attention to detail the evaluators were applying.

EVERY POINT MATTERS:

When the Port notified Ivar's last week that we were not selected to lease Unit 15 in the Central Terminal, it provided an analysis of its scoring system. Of 150 points available, the winner scored 128.4 points, and Ivar's scored 123.2 points, a difference of 5.2 points. To underscore how important every element in the scoring was, consider that the difference between Ivar's score and the highest was less than one point per category. Even tenths of a point mattered.

COMMENTS ON THE ANALYSIS AND SCORING:

In its **Basis for Award**, the Port draws attention to the winning "who has worked for HMS Host as a director of operations, including at Sea-Tac Airport,..." And with her partner,

“...demonstrated quality and a depth of experience in their proposal.” “...by a strong demonstration of relevant previous airport experience in all areas.”

In media interviews since the award, Lance Lytle has consistently reported that one factor which favored the selection of the winner was its experience at Sea-Tac Airport. Yet, Airport Leasing Manager Lionel Vincenti, in explaining why Ivar's was not chosen, stated that the Port could not and did not factor Ivar's experience and performance at Sea-Tac in its evaluation.

How does Sea-Tac Airport experience work to the benefit of one proposer, but not a long-time tenant such as Ivar's?

In the section **Background, Experience and Financial Capacity**, there were 20 points available, and Ivar's scored 16. It appears that Ivar's was penalized for having submitted one too many pages. Five pages were allowed, but we included a page of trade references, per the RFP.

The list of all of our stores could not be provided along with the other answers within the pages allowed. The limit on pages disadvantages the most capable applicant. To be penalized for having other, related successful operations is unjust. Even with the list of stores, it is not clear the panel considered them.

“The Respondent provided a list of stores, ... including the Pike Place Market...” Ivar's has no store in the Pike Place Market. A description of our current operations was available to discuss in our 30 minute in-person meeting with the Port in November 2016, but instead, the Port's consultant forced the Ivar's interview to focus 2/3 of its time reviewing gluten labels on the menu.

In the section, **Concept Development**, there were 25 points available, Ivar's was awarded 24. There is no clear reason for docking one point. The Port asked for “...submissions specifically oriented to and priced for children...” and we provided a children's menu (**copy attached**).

The evaluators commented: “Gluten free menu items are mentioned in the text, but they are not visible on the menu.” There was no request identify gluten-free options in the proposal, but we mentioned them nonetheless. In our presentation to the panel, more than 20 minutes of our time was taken up talking about gluten labels -- most likely because of the Virginia-based consultant's personal gluten allergy.

While the interview process was unprofessional, it may also have been useless. By the time of the November question and answer session, the decision had already been made not to award the lease to Ivar's. On Nov 17, as the Ivar's team left the interview -- which was before the committee had met all proposers and before it had discussed the Ivar's interview -- Lionel Vincenti told Bob Donegan Ivar's would not be renewed. This same point was made to Donegan again in January by Ted Fick and again in March by the HMS Host manager.

“No specific concept description was provided.” This is not true. This description appeared at the top of the very first page:

Ivar's proposes to operate an Ivar's Fish Bar in space CT-20. The Fish Bar will specialize in regional seafoods including but not limited to fish, fish and chips, grilled seafoods, made to order from fresh local or regional and wild ingredients. This is similar to the menu that Ivar's offers in its 23 seafood bars and fish bars around Puget Sound, including only wild finfish and regional favorites from Washington, Oregon, British Columbia, and Alaska.

We will also make salads to order, including our award winning Caesar salad with blackened salmon atop it. To accommodate our earlier travelers, we will make breakfasts fresh to order (including the best breakfast item in the airport—our toasted English muffin with Dungeness crab,

a poached egg, and melted cheddar cheese), side dishes, fruit, cereals, fresh cookies and snacks, soft drinks and bottled waters. We will offer our foods To Go in paper bags, or on a tray for our guests who want to use the tables and chairs in the Central Terminal.

Inexplicably, despite the comment about no concept description, the very next page in the port's evaluation states, "The concept has strong, local brand recognition and has been in continuous operation since 1938."

In its comments on store design, the evaluation committee stated: "They could have offered a more updated version to keep up with the Airport's improvements." This is the best indication that the committee was unqualified. It would be detrimental to alter the look of our brand in just one location. Our design is consistent with what our customers know as uniquely Ivar's. The Sea-Tac Ivar's is built of heritage materials (tile, galvanized metal, beveled wood siding) to match the original Fish Bar Ivar opened on Pier 3 (now Pier 54) in 1938. The "updated versions" of our proposed investment are in the highly efficient equipment, systems, and infrastructure.

In the section **Unit Design, Materials & Capital Improvement**, there were 25 points available, Ivar's was awarded 18.4. Ivar's was penalized for choosing the most environmentally responsible path. We were asked to provide a "selection of appealing and durable materials (including sustainable materials)..." "The most sustainable materials are those which are reused. Unlike other bidders, Ivar's proposed to **RETAIN ALL INFRASTRUCTURE** rather than demolish perfectly maintained infrastructure and rebuild it new. So all electrical, plumbing, walk in coolers, communications, natural gas, HVAC would remain. We proposed spending our funds on more efficient equipment, lighting, and surface materials, rather on demolition and needless replacement. Our capital expense was lower than other proposals, which allowed Ivar's to propose higher rent to the Port.

With regard to capital investment, Ivar's was docked most severely. Out of a possible 10 points, Ivar's was awarded 5.4, the biggest detriment in the evaluation. The committee claimed: "The respondent did not provide a description of the materials..." Clearly, these materials already exist in the current store, and they also were provided at the in-person interview with the Port, including sample wall tiles, stainless steel, floor tiles, etc. That this was provided in the interview but ignored further demonstrates that the decision against Ivar's was made before the interview. But the real issue is that the Port process specifically incentivizes bidders to spend as much as possible on new capital investment. An existing operator is penalized substantially if it did not tear out its existing facility. The markdown from this anti-incumbent, anti-environmental, anti-economic grading system alone accounted for nearly all the point margin by which Ivar's lost.

In the section **Financial Projections and Financial Offer**, there were 20 points available, Ivar's was awarded 19.8 points. Because of our efficient approach to capital reinvestment, Ivar's was able to offer the Port higher rent. And while "The pro forma indicates a very strong profitability," the Virginia-based consultant did not believe our sales projections and challenged our ability to produce the number of meals, projected revenues, and labor and product costs. When we explained at our presentation that they were based on 11 years of operating results, the consultant stated: "We can't consider those facts in this proposal."

In the section **Management, Staffing, Operations and Environmental Responsibility**, there were 20 points available, Ivar's received 19 points.

"Page limit was exceeded." Again, Ivar's appears to have been penalized for having provided too much information. We were allowed six pages, not including maintenance schedules. We provided seven pages of which 3.5 pages were a description of maintenance descriptions, which was exempted from the limit ("A maximum of six pages may be submitted for this section, not including any maintenance schedules.") How did this violate the page limit?

"The Respondent did not provide the means to track and document the cleaning or the preventative maintenance schedules." This was available for discussion at the in-person interview in November, but we were forced to spend our time talking about gluten-free menu labels instead. Ivar's is documented at Sea-Tac as being one of the best tenants with regard to maintenance and cleanliness. It served as an example for other restaurants at the Airport. We kept our restaurant as clean as the day it opened.

Our staffing schedule was not even considered by the committee: "The staffing schedule cannot be considered as a part of the submittal, as it was on a page that exceeds the limit for this section." The RFP was unclear on which pieces of information were included or not included in the page limit.

There were seven points available for Management and Staffing, and Ivar's was awarded six. There is no explanation for the penalty of one point - despite having the same management team open and operate the Sea-Tac store for 12-years running, the lowest turnover among employers at the Airport, the highest pay and best benefits. No deficiencies were noted in the evaluation. Why the penalty?

In the Section, **Job Quality, Workforce Training, Employment & Service Continuity** There were 20 points available, Ivar's was awarded 18. There is no explanation why Ivar's did not receive a perfect score. The evaluation noted our low turnover, long tenure, good career opportunities, and no deficiencies were noted. All wages and benefits for our employees were accurately described. Yet we were penalized in this score.

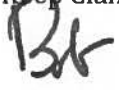
In the section, **Small Business Participation**, there were 20 points available, Ivar's was awarded 8. The points awarded in this section were deemed of **equal** importance as background and experience and financial capability and rent offer. Ivar's is not certified as a small business, so our proposal was docked 10 points automatically, but no explanation was given for being penalized two additional points. A process not biased against incumbents would evaluate the extent to which a vendor uses small and minority businesses. Despite our efforts to work with, source from, and mentor small business (many times at the request of the Port), Ivar's received no credit.

This analysis of the scoring of our proposal demonstrates inherent bias against incumbent operators and businesses not qualifying as small, as well glaring inconsistencies and inaccuracies in scoring, refusal to consider Ivar's existing performance at Sea-Tac, and penalizing Ivar's, in essence, for being a Seattle icon.

Ivar's is the most honored restaurant at SeaTac and is considered among the best airport restaurants in the United States. That the Port of Seattle would send it packing is a sad indictment

of both the design and the conduct of its leasing process. We humbly request the Port Commission review this process and the scoring.

Keep Clam,

A handwritten signature in black ink, appearing to be 'Bob Donegan', written over the typed name.

Bob Donegan

Attachments: Protest Letter 8 June 2017
Additional Information for Interview 17 November 2016



Port of Seattle Commission
Dave Soike, Interim CEO
Pier 69
2711 Alaskan Way
Seattle, WA 98104

By e-mail and paper mail

8 June 2017

**RE: Ivar's Inc. Protest of Sea-Tac Airport Lease Group 3 Evaluation Process:
CEP Food Service Single Unit 15**

This letter serves as notice of Ivar's protest of the Port of Seattle evaluation process for Food Service Single Unit 15 in the Central Terminal at Seattle-Tacoma International Airport. Ivar's is the incumbent tenant of this location, operating Ivar's Fish Bar since 2005. The integrity of the process has been breached by actions of the Port and its employees. In addition, the evaluation process itself is fundamentally flawed. Ivar's demands that the Port of Seattle nullify the results of this evaluation.

Summary: The Process was a Travesty

As the following letter shows, the Port will be losing one of its best vendors. Ivar's produces some of the airport's highest sales per square foot, pays the Port some of the highest percentage sales, has earned the highest satisfaction and won the most awards of any restaurant at SeaTac, has the highest participation and cooperation in airport programs and initiatives, has the most stable and generously compensated workforce, and treats the Port's travelers to one of the Northwest's favorite brands.

Quite obviously, a process that would reject such a vendor was fundamentally flawed. What a shame if the Commission cannot act to prevent this travesty to a loyal business party and its 33 employees, and what a loss to the hundreds of thousands of satisfied travelers through SeaTac.

Breach of Process Integrity

In September 2016, Ivar's submitted in good faith a response to the Port's Competitive Evaluation Process (CEP). Our proposal was evaluated by a Port staff panel, primarily composed of employees without any concessions management experience nor knowledge of Ivar's performance at Sea-Tac over the past 12 years. In

addition, staff were assisted by the Port's consultant, Ann Ferraguto, based in Alexandria, VA, who lacks knowledge of the local Seattle restaurant market. The near complete turnover of the Airport's ADR staff in the last two years has drained the Port of any expertise to evaluate restaurant proposals. Nonetheless, Ivar's presumed that our proposal would be evaluated with the highest degree of impartiality and respect. Unfortunately, this has not been the case.

In November 2016, in the midst of the evaluation process, the Port's former ADR Manager, Lionel Vincenti, informed me that that Ivar's proposal was too short and did not go into enough detail. Mr. Vincenti also stated that Ivar's should have attended a CEP briefing session to be better prepared to submit a proposal. Attendance logs will substantiate that Ivar's participated with three to four staff members at every session. Further, Mr. Vincenti stated that Ivar's had done a terrible job in assembling a proposal, and that the panel would not consider Ivar's performance over the past 12 years at SeaTac in its evaluation. These comments, during the evaluation process, are a glaring indication of a prejudice against Ivar's proposal.

During Ivar's 30-minute interview with the evaluation panel, Ms. Ferraguto devoted more than 20 minutes to questioning Ivar's practices for informing customers about gluten-free alternatives. Ms. Ferraguto refused to accept Ivar's approach based on the findings of the Seattle Menu Labeling process which determined that staff knowledge of gluten-free alternatives, available brochures and website information is preferable to adding confusing information to already crowded menu boards. Ms. Ferraguto apologized for devoting nearly all of the session to this question, but offered her own personal gluten sensitivity as the reason. This demonstrates that the evaluation panel had no interest in asking any other questions or allowing Ivar's the ability to elaborate on its history at Sea-Tac or its proposal. This in turn indicates that the panelist decision was predetermined before this interview.

Walking out of the interview on November 17, Mr. Vincenti informed me that Ivar's was not selected for a new lease at Sea-Tac, and in fact, was ranked third. In January 2017, former Port CEO Ted Fick informed me that Ivar's proposal was too long and went into too much detail, and therefore could not be considered because of its length. This is the same proposal that Mr. Vincenti deemed too short and lacking in detail. And finally, in March, an HMSHost Manager approached staff at Ivar's Fish Bar in the Central Terminal and expressed regret that Ivar's "will be leaving the airport."

Comments by both Mr. Vincenti and Mr. Fick, during the evaluation process, are evidence of a prejudice against Ivar's proposal. The degree to which Port

employees have shared their opinions about Ivar's proposal and released confidential information about an ongoing process to third parties is astounding. The integrity of the evaluation process has been breached and the process rendered invalid.

Unqualified Evaluation Panel

The evaluation people we met in our interview who were selected by the Port staff were not qualified to render judgment about the financial capability, operational excellence, customer service standards nor design of a restaurant. None appeared to have operated a business, let alone a restaurant in an airport. The panel spent 20 of our allotted 30 minutes arguing how to inform customers about gluten free menu alternatives rather than asking questions about our proposal.

Flawed Evaluation Process

The intent with the Port's new CEP process was to make competing for a space at Sea-Tac less about evaluating an elaborate proposal, and more about the substance of the proposer. In fact, many times over the past decade, Port staff repeatedly advised Ivar's to "just keep doing what you are doing" and suggested that Ivar's exemplary performance would be a key factor in evaluating its ability to continue to operate at the airport. The Port often asked Ivar's Sea-Tac team to meet with potential proposers, especially small and DBE restaurant operators, to offer advice on operating at Sea-Tac "because Ivar's is the best at the airport."

In fact, since Ivar's opened in the Central Terminal at Sea-Tac in 2005, it has been recognized 17 times by 16 different media and other organizations as among the "Best Airport Restaurants" in the country (see the attachment). National and international media have characterized Ivar's at Sea-Tac as quintessentially Seattle and a symbol of the Pacific Northwest. Ironically, our most recent award for environmental excellence, announced last month is from...

The Port of Seattle !

With Ivar's stellar track-record and strong local brand identity, we find it baffling that an evaluation panel could conclude that Ivar's is not worthy of operating at Sea-Tac and that our loyal customers are not deserving of our offering. We conclude that the evaluation process is fundamentally flawed to produce a "no-confidence vote" based on these criteria outlined in the Request for Proposals:

Experience and Financial Capability

Ivar's has been in continuous local operation for 79 years. With our many locations from Bellingham to Tacoma and Spokane and in stadiums around Puget Sound, Ivar's has demonstrated its ability to build and operate high volume

restaurants in our diverse communities. It is virtually inconceivable that Ivar's would not be the highest rated applicant in this category, had the Port fairly and fully considered our information.

Concept Development

Ivar's is unique as a Seattle brand that is known worldwide. No other local concept has been as recognized as Ivar's and our brand strength in the Seattle market is evidenced by our sales performance. For instance, our Sea-Tac location serves more than 14,000 cups of chowder each week out of a space of 1,142 sq ft, not including the free chowder we donate for the USO for every service member passing through Sea-Tac. What better symbol of a local concept is there than Ivar's chowder?

Unit Design

From our corrugated metal detailing and vintage neon sign to a portrait of our flounder Ivar Haglund, our location at Sea-Tac is not only solidly built with environmentally friendly materials, it is functional in order to maximize customer service. The Sea-Tac Ivar's is easily associated with our brand outside the airport. The Port designed the scoring system to substantially downgrade our proposal because we reused much of our leasehold and reduced our investment cost. This is patently biased against the incumbent and, moreover, penalizes the most environmentally sustainable approach—reusing the existing materials.

Financial Projections and Offer

Ivar's has paid the Port more than \$5 million in rent while at Sea-Tac, largely due to the growth in its revenues. Ivar's is a proven customer favorite and pays the highest percentage rent of any restaurant tenant in the Central Terminal. (We proposed to INCREASE that percentage in a new lease!) Ivar's has passed every Port audit without discrepancies, and we have never missed a rent payment nor had its Letter of Credit arrive late. With our 12 years of experience operating at Sea-Tac, we understand and developed solid financial projections and provide the appropriate financial offer to the Port for mutual benefit. (Air Projects' Ferraguto challenged our sales and labor cost projections and pronounced them unachievable, DESPITE OUR 12 YEARS OF SIMILAR RESULTS, another indication of bias against Ivar's.) If another proposer is speculating on higher sales volumes than Ivar's or is offering higher rent, the Port should question the feasibility of such a proposal.

Management, Staffing, Customer Service and Environmental Sustainability

Our management team of Suzette (20 years with Ivar's), Tony (12 years), Paul (36 years) and Joyce (12 years) that opened the Sea-Tac location in 2005 is still our management team 12 years later. By contrast, the Port staff turnover has led to a

merry-go-round of concessions managers. Nonetheless, Ivar's has been a consistent top performer. Ivar's routinely hears from Port staff that we are the model tenant in the airport.

The same attention to relationships is part of our customer service ethic. Of the more than 3 million customers we served at SeaTac, 89% rated how they feel about their visit as "Highly Satisfied." Ivar's can trace the resolution of every one of the 400+ complaints we have received in our online comment program over the last 12 years. Can the Port name any other local restaurant with such high customer satisfaction, and track and resolve customer complaints like this?

We also helped create the Port's composting and recycling systems for restaurants at Sea-Tac, and remain the only restaurant to use washable plastic trays instead of disposable paper for customers who eat in the Central Terminal. This spring, the Port awarded Ivar's its Green Gateway Environmental Excellence Award for these efforts.

Again, our actual performance should trump illustrious promises from other proposers.

Job Quality, Workforce Training and Employment/Service Continuity

Ivar's has an established record of creating quality jobs at Sea-Tac. In addition to higher wages, Ivar's offers even part time employees full benefits (medical, dental, chiropractic, counseling, drug, and 401(k) with a 50% company match). Employees have opportunities for growth and continuing education throughout our restaurant business and the chance to win Ivar Haglund scholarships for college or trade school expenses.

We believe we have the lowest turnover among restaurants at the airport. The Port required current Sea-Tac tenants to disclose if they were compliant with the City of SeaTac wage ordinance, and if retroactive payments had been made to current and former employees. Ivar's made retroactive payments, with interest, to current and former employees prior to submittal of our proposal. (Ivar's was dismissed as a defendant in the blanket suits against all employers at Sea-Tac in March, 2017.)

Small Business Participation

The Port's objective is to promote local business and small business. Ivar's has its roots in this community as a small company that has grown in size, but not in spirit. We support and rely on many small businesses for our products and services. We have spent hundreds of thousands of dollars with small business suppliers such as designers, construction crews, maintenance firms, fishing families, tribal communities, shellfish farms, bakeries and many others.

Conclusion: A Flawed Process

In short, Ivar’s is a proven and beloved success at Sea-Tac. A process that results in choosing a lesser qualified restaurant operator is a flawed process and is not in the best interests of the Port nor its travelers. Even though the process fails entirely to consider that Ivar’s is the most successful airport at SeaTac and places Ivar’s at a great disadvantage because it is not a small business, had the Port scored Ivar’s fairly, it still would have won.

Lack of Protest Procedure for Lease Group #3

Unlike Lease Groups 1 and 2, there is no protest procedure for Lease Group 3 posted to the Port’s website. In fact, the Port’s website says protests are due by September 8, 2016.

If the protest procedure is similar of that for Lease Groups 1 & 2, it is also unfair. The same people who made the decision to terminate Ivar’s lease are the protest committee.

Regardless of any Port protest procedure, Ivar’s is confident that the most vocal protest will come from Ivar’s loyal customers in the Pacific Northwest and at SeaTac.

We request the Commission void this outcome.

Best regards,



Bob Donegan
President
BobD@KeepClam.com
206 587 6500

Ivar’s Fish Bar at Sea-Tac airport has been honored 17 times in 9 years!

Year	Group/Company/Award	More Info:
2009	The 13 Best U.S. Airport Restaurants “probably the best restaurant in Seattle’s airport” – Brookwood Farms	http://brookwoodfarms.com/index.php/news/eat-runaways/
2010	Ivar’s Chowder named in “Best Airport Food in the Country” – Urban Daddy.com	https://www.urbandaddy.com/articles/11890/hub-grub-the-best-airport-food-in-the-country

2011	Frommer's - The 10 Best U.S. Airport Restaurants 2011 - "The best restaurant in Seattle-Tacoma airport..."	http://www.eater.com/2011/3/1/6694799/heres-a-list-of-the-top-ten-airport-restaurants
2011	Fox News Travel Best Airport Food	http://www.foxnews.com/travel/2011/04/19/americas-best-airport-food.html
2011	The 10 Best Airport Restaurants in the U.S – Complex.com	http://www.complex.com/pop-culture/2011/09/the-10-best-airport-eateries-in-the-us/
2012	Top 10 US Airport Restaurants – The Points Guy travel site	https://thepointsguy.com/2012/09/travel-tuesday-top-10-best-us-airport-restaurants/
2012	#8: The Definitive Guide to America's Favorite Airport Restaurants – Gate Guru	http://blog.gateguruapp.com/post/21036549628/the-definitive-guide-to-americas-favorite-airport
2013	Ten Best Airport Restaurants in the US – The Savvy Explorer	http://thesavvyexplorer.com/ten-best-airport-restaurants-us/
2013	The Layover (Travel Channel) - Anthony Bourdain's Favorite Restaurants - Seattle Guide	http://www.travelchannel.com/shows/the-layover/travel-guides/seattle-travel-guide
2013	CheapFlights.com - 6 US Airport Restaurants Worth the Long Layover	http://www.cheapflights.com/news/6-us-airport-restaurants-worth-a-long-layover/
2015	One of the 5 best places to eat at SeaTac – SeattleRefined.com	http://seattlerefined.com/travel/traveling-soon-here-are-5-of-the-best-places-to-eat-at-sea-tac
2016	10 Best Things to Eat - Seattle Met magazine	https://www.seattlemet.com/articles/2016/5/24/the-10-best-things-to-eat-at-sea-tac
2016	Nominee - USA Today's 10 Best Readers' Choice Awards	Link no longer operational; email from Feb 3, 2016
2016	7 Airport Restaurants You SHOULD Look Forward To! – Duty Free Buzz Blog	http://blog.dutyfree.buzz/dining-airport-restaurants-things-know-49/
2017	Winner - USA Today's 10 Best Reader's Choice Awards	http://www.10best.com/awards/travel/best-airport-grab-and-go-dining-2017/
2017	"14 Airport Restaurants That Are Totally Worth a Layover" – Huffington Post	http://www.huffingtonpost.com/entry/best-airports-restaurants_us_58d04964e4b0be71dcf75043
2017	Seattle-Tacoma International Airport - Green Gateway Environmental Excellence Award	See attachment from Port of Seattle



SeaTac CEP Food Service Single Unit 15

Ivar's Update

17 November 2016

Questions 1: Menu

Kids Menu We will offer four items on the kids' menu, each at \$6.99. See the attachment for details.

Attachment: Draft kids' menu

Nutritional Information

Each of our stores, and our website include nutritional information as a brochure.

Allergen information about every regular item we serve is posted in every store and all staff are trained in allergen information, and we have at least one allergen specialist in each location.

Attachments: Nutritional Information (2-page, color, 2-sided)
Allergen information chart
1 Menu panel showing entrees, calorie count

Kids, how much do you love Ivar's chowder?



So much you could take a bath in it?



Do you like taking it to a party?



Would you rather eat it alone?

Kids Menu

Served to kids under 12 years,
including a surprise & soft drink

Fish 'n Chips

Chicken 'n Chips

Mac 'n Cheese



Do you keep it safe for your family?

Allergens & Gluten



Wheat & Gluten
Milk
Eggs
Soybeans
Bacon
MSG
Tree Nuts
Peanuts
Shellfish
Fish

Chowders

White Clam Chowder	✓	✓		*	✓	✓	✓	✓
Red Clam Chowder	✓	✓			✓	✓		
Wild Alaska Salmon Chowder	✓				✓	✓		
Alder Smoked Salmon Chowder	✓			✓	✓	✓	✓	

Breading

Batter						✓	✓	
Breading				✓	✓	✓	✓	
Panko Breading						✓	✓	
Cajun Breading						✓	✓	✓
Clam Strips		✓		✓	✓	✓	✓	
Chicken Strips				*	✓	✓	✓	

Sauces

Tartar Sauce					✓	✓	✓	
Sweet Tartar					✓	✓	✓	
Ketchup								
Cocktail Sauce						✓	✓	✓
Barbecue Sauce	✓					✓	✓	

Dressings

Cole Slaw Dressing					✓	✓	✓	
Caesar Dressing	✓			✓	✓	✓	✓	
Ranch Dressing					✓	✓	✓	✓
Sesame Dressing					✓	✓	✓	

Grilled Fish Ingredients

Non-Stick Spray						✓		
Liquid Butter						✓		

*Trace amounts.

Ivar's uses shared prep areas and cooking equipment, and cannot wholly eliminate the risk of cross-contamination (there is no separate fryer or grill exclusively for people with seafood allergies, for example). Additionally, we cannot guarantee that any of our menu items will be completely free of specific allergens as suppliers occasionally substitute products (feel free to ask the manager to see the ingredient label for any item).

At Ivar's, every delicious meal starts with wholesome ingredients and thoughtful preparation. Ivar's sources the highest quality seafood and ingredients for the best flavor and nutritional value.

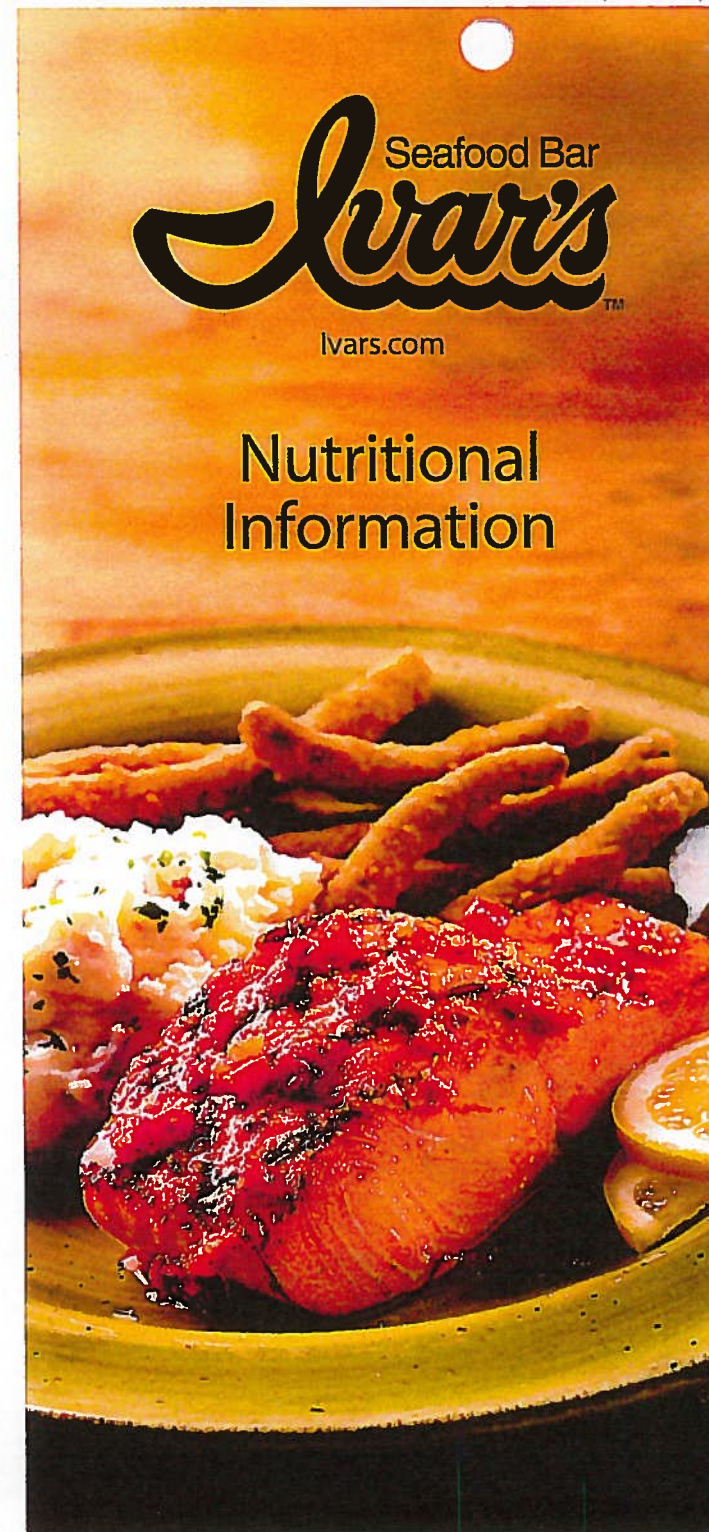
Ivar Haglund was proud of the Pacific Northwest and its inherent bounty. So, naturally, Ivar's is wild about seafood with a tradition that continues in today's quality menu offerings. The seafood we serve is high in protein, rich in antioxidants and omega-3 fatty acids.

We proudly serve wild Alaskan Salmon, deep-water Alaskan Halibut and Pacific True Cod. Our fish is sourced directly from the waters where they thrive, making their flavor robust and nutritionally pristine. We also take great care in preparing your seafood by using only 0 grams trans fat canola oil.

Seafood is delicious and nutritious. Did you know the American Heart Association recommends you eat fish at least twice a week? Recent research shows that eating oily fish like salmon, which contains omega-3 fatty acids, may help lower your risk of heart disease.

Seafood has also long been considered brain food. Additional research suggests that certain foods may reduce the risk of stroke and appears to protect brain cells. This includes cold water fish that contain beneficial omega-3 fatty acids such as salmon and halibut. The Alzheimer's Association also recommends increasing intake of these foods.

Enjoy your delicious and healthy Ivar's seafood today.



Seafood Bar
Ivar'sTM

ivars.com

Nutritional Information



Serving (g) Calories Saturated Fat (g) Total Fat (g) Carbohydrates (g) Sodium (mg) Protein (g)

Seafood Entrées (with dressing)

3 Piece True Cod	414	570	12	3	1180	76	31
4 Piece True Cod	475	640	13	3	1560	82	39
5 Piece True Cod	592	800	16	4	1950	102	49
1 Piece Panko True Cod	344	850	34	6	1110	110	23
2 Piece Panko True Cod	422	900	35	6	1350	110	35
3 Piece Panko True Cod	500	960	35	6	1590	110	47
Baby Prawns	374	790	38	8	1650	97	17
Jumbo Prawns	431	590	14	3	1690	78	30
Calamari ^P	382	680	21	5	1170	83	32
Clams	383	940	45	11	1120	108	22
Super Clams	458	1020	60	6	1790	87	29
Full Boat Special (2.5 servings)	678	800	28	5	2580	85	45
Super Combo	503	1090	49	11	2150	127	32
Halibut	458	670	15	4	1070	82	43
Oysters	388	560	15	4	780	80	19
Salmon	411	760	29	5	1010	82	37
Scallops	414	720	14	3	1290	86	57
Chicken	427	930	46	9	1480	89	39

Salads (with dressing)

Caesar	286	550	42	9	780	26	16
Side Caesar	171	180	13	4	460	12	6
Crab Caesar	371	640	43	9	1100	27	35
Crispy Chicken Caesar	383	840	60	12	1500	41	33
Salmon Caesar	475	810	53	11	890	26	59
Halibut Caesar	475	770	48	11	930	29	55
Shrimp Caesar	380	610	43	9	1310	27	29
Asian Soba Salad	370	310	8	2	640	55	9
Caesar Salad Dressing	66	360	34	4	250	6	4



Serving (g) Calories Saturated Fat (g) Total Fat (g) Carbohydrates (g) Sodium (mg) Protein (g)

Grilled

Grilled Salmon Dinner	416	580	24	4	580	43	49
Grilled Halibut Dinner	453	670	16	3	750	83	50

Sandwiches

Fish Sandwich (Cod)	256	560	10	2	1810	91	24
2 Fish Tacos (Cod)	216	340	11	2	1090	38	21
3 Fish Tacos (Cod)	326	490	15	3	1520	56	31
Salmon BLT	226	380	15	4	590	23	38

Chowders

White Clam Chowder 8oz	226	320	22	13	660	25	6
Red Clam Chowder 8 oz	226	200	11	3	1110	20	5
Alaska Salmon Chowder 8oz	226	240	17	8	850	15	8

Kid Meals

Baby Prawns 'n Chips	170	390	20	5	990	45	9
Clams 'n Chips	170	460	24	6	630	50	11
Fish 'n Chips (Cod)	205	270	6	1	820	31	19
Chicken 'n Chips	170	380	19	4	650	35	17
Mac and Cheese	210	510	26	15	990	49	20
Grilled Cheese (with fries and crackers)	224	600	33	22	720	55	17

Sides

Corn Bread	65	170	5	1	430	28	4
Coleslaw	170	150	10	2	230	15	2
Crab Cocktail	211	210	1	0	1690	21	19
French Fries	291	440	14	4	50	72	7
Shrimp Cocktail	233	230	2	0	1630	21	24

Items vary by location



Serving (g) Calories Saturated Fat (g) Total Fat (g) Carbohydrates (g) Sodium (mg) Protein (g)

Beverages

Hot Chocolate 12 oz	340	164	1	0	100	42	2
Barq's Root Beer 22 oz	624	290	0	0	130	83	0
Cherry Coke 22 oz	624	280	0	0	70	77	0
Coca-Cola Classic 22 oz	624	270	0	0	85	72	0
Diet Coke 22 oz	624	0	0	0	85	0	0
Fanta Orange Soda 22 oz	624	300	0	0	95	82	0
Minute Maid Lemonade 22oz	624	300	0	0	40	80	0
Pibb Xtra 22 oz	624	280	0	0	85	72	0
Sprite 22 oz	624	290	0	0	65	74	0

Condiments

Barbecue Sauce	34	60	0	0	350	14	0
Cocktail Sauce	35	50	0	0	660	9	0
Ketchup	34	40	0	0	310	9	0
Tartar Sauce	57	164	14	2	510	10	0

Please note that while we have made every effort to ensure that our menu items have been properly and accurately tested for nutritional content above, there may be variations in the actual nutritional content across servings based on slight variations in overall serving size and quantity of ingredients, serving portions, or based on special ordering that each customer may request. If you have special dietary needs or preferences, please talk to your server and let us know how we can meet your needs.

The Dietary Guidelines for Americans recommend limiting saturated fat to 20 grams and sodium to 2,300 milligrams for a typical adult eating 2,000 calories per day. These limits may be higher or lower depending upon the daily calorie level. There may be variations in the nutrition content based upon serving size or quantity of ingredients, or based upon special ordering.

August 2015

Seafood Entrées

You can substitute one of the following for French Fries:

Wild Rice 100 cal Side Caesar Salad 180 cal Cole Slaw 150 cal

Fish 'n Chips Alaska True Cod

3 Piece **\$7.99** 570 cal

4 Piece **8.99** 640 cal

5 Piece **9.99** 800 cal

**Cajun
Style +.20**

Salmon 'n Chips **8.99** 760 cal

Halibut 'n Chips **13.69** 670 cal

Jumbo Prawns 'n Chips **9.99** 590 cal

Clams 'n Chips **8.49** 940 cal

Scallops 'n Chips **9.99** 720 cal

Oysters 'n Chips **8.99** 560 cal

Baby Prawns 'n Chips **7.29** 790 cal

Seafood Combo 'n Chips **8.99** 1090 cal

Full Boat Special Serves 2-3 **23.99** 800 cal

10pc Fish, Fries, Cole Slaw and Bowl of Chowder

Chicken 'n Chips **7.99** 930 cal

For non-seafood lovers

Per serving

Ivar's Maintenance Plan for SeaTac

Item	By Whom	Frequency	Who Manages?
Fire & Safety	AAA Fire & Safety	Annual	Gary
Heavy Cleaning	ABM	As needed	Paul & Suzette
Plumbing	Design Air	As needed	Gary
Refrigeration, Freezer	GSC	Quarterly	Gary
Electrical	Evergreen Power	As needed	Gary
Data, Voice	Evergreen Technology	As needed	Scott
HVAC, Filters	Johansen Mechanical	Quarterly	Gary
DDC Controls	Siemens	As needed	
Grease Waste Lines	JP Francis	Quarterly inspect	Paul
Hood Cleaning	Able Safety Clean	Monthly	Paul & Suzette
Pest Control	Eagle Pest Control	Monthly	Suzette
Fire Systems	RT Hood		
Cooking Equipment	Ivar's Maintenance	Every Other week	Paul
Menu Boards	Ivar's Maintenance	As needed	Carl
Art, Displays	Ivar's Maintenance	As needed	Paul
Computer, Technology	Ivar's IT Team	As needed	Scott
Emergencies	Maintenance Hot Line		Bonnie & Jessica
Breaks & Repairs	Ivar's Maintenance	Every other week	Suzette

Suzette manages Ivar's Fish Bar at SEA
 Paul is the district manager for the highest volume stores
 Gary manages our facilities and maintenance
 Carl & Theresa manage all seafood bars
 Scott manages technology
 Bonnie manages communications and office

September 2016

Stores Most Similar To Ivar's Fish Bar at SeaTac

Similar Stores	Sea Tac	Pier 54 Fish Bar	Southcenter Mall	Renton Coulon
Data Year	2015	2015	2015	2015
# of Employees	23	34	13	17
Sales Revenues	\$4,146,527	\$1,411,927*	\$1,286,121	\$1,597,135
Square Feet	1,142	2,512	801	1,973
Enplanements	39M	0	0	0
Average Check	\$13.04	\$13.68	\$11.24	\$12.08
Rent \$	\$566,388	\$284,590	\$119,573	\$212,634
% Rent \$	15%	8%	8%	13%
Lease Term Dates	5/10/2015	5/10/2046	1/31/2022	6/30/2023
Capital Investment	\$990K	\$800K	\$551K	\$737K
Spend Date	2004-05	2014-15	2008	2003
Seasonal?	Yes, holidays	Yes, Summer	Yes, Winter	Yes, summer
Parking?	Port Garage	waterfront	mall lot/garage	city park
GM Tenure	20 Years	2 years	10 years	14 years

* Closed 6 months by seawall work

EXHIBIT 11
PROTEST PROCEDURES
(amended August 26, 2016)

1. PURPOSE

These protest procedures are included in this invitation, solicitation or request (for convenience, the "RFP") to provide a prompt, fair and equitable administrative remedy to all bidders/proposers and prospective bidders/proposers (for convenience "Proposers") regarding alleged substantive errors or omissions in the RFP or regarding any decision by the Port to award the contract, to declare a proposal non-responsive, or to find a Proposer not responsible.

2. TIMING

Any Proposer showing a substantial economic interest in the contract to be awarded under this RFP may protest to the Port (a "Protest") only in accordance with the procedures set forth below.

- A. Protests Based on the Form or Content of the RFP Documents:** Any Protest based on the form or content of the proposal documents included with the RFP or any addendum (including, but not limited to, any terms, requirements and/or restrictions therein) must be filed with the Port as soon as practicable at Port of Seattle, Seattle-Tacoma International Airport, Aviation Office Building, 17801 Pacific Highway South, Seattle, Washington 98158, Attention: Lionel Vincenti. The transmittal envelope must clearly identify the RFP number on its face and be labeled as a "Protest." *No protest based on the form or content of the bidding documents will be considered if received by the Port after 5:00 pm on Thursday, September 8, 2016.*
- B. Other Protests:** Protests based on any other circumstances must be filed with the Port at Port of Seattle, Seattle-Tacoma International Airport, Aviation Office Building, 17801 Pacific Highway South, Seattle, Washington 98158, Attention: Lionel Vincenti, *within two (2) business days after the Proposer knows or should have known of the facts and circumstances upon which the protest is based.* The transmittal envelope must clearly identify the RFP number on the face of this document and be labeled as a "Bid Protest." *No protest will be considered by the Port if all proposals are rejected or if the protest is received after award of the contract.*

3. CONTENTS OF PROTEST

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, telephone number and email address of the aggrieved party; (2) the RFP title and number under which the Protest is submitted; (3) the economic interest of the aggrieved party in the contract to be awarded under the RFP; (4) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (5) the specific ruling or relief requested.

In the event the protesting party asserts the responsibility of any other Proposer as a ground for Protest, the protesting party must address in detail the specific responsibility criteria identified in the particular RFP and, absent such specific responsibility criteria, one or more of the following matters: the ability, capacity, and skill of the Proposer to perform the contract or provide the service; the character, integrity, reputation, judgment, experience, and efficiency of the Proposer; whether the Proposer can perform the contract within the time specified; the Proposer's quality of performance of previous contracts or services; the previous and existing compliance by the Proposer with laws relating to the contract; and any other information having a bearing on the decision to award the contract to the Proposer.

4. REVIEW

The Port shall promptly consider the Protest based on the written submittal. In its sole discretion, the Port may give notice of the Protest to other interested parties, including other Proposers. The Port reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the bid opening through written addenda to the bidding documents.

The Port may, in its sole discretion, elect to hold a hearing regarding the Protest. A hearing will not, however, generally be held unless the Port believes it would be helpful to resolution of the Protest. At the hearing, the aggrieved party will be given a reasonable opportunity to present relevant testimony and evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. The hearing will generally be recorded, and the Port will maintain an official record of all documentary evidence presented at the hearing.

The Port will issue a written Final Decision. In making its decision, the Port may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the Final Decision will be provided to the aggrieved party, and any other party as may be required, by either: (i) personal service or (ii) email, with telephonic confirmation.

5. STAY OF AWARD OF THE CONTRACT

The Port will stay award of the contract for two (2) business days, following the issuance of its Final Decision. The term "business day" shall mean any day on which the Port of Seattle is open for regularly conducted business.

6. JUDICIAL PROCEEDINGS

All judicial proceedings must be filed within two (2) business days of the issuance of the Port's Final Decision. The stay provided by Section 5 is specifically intended to ensure that any request for judicial relief proceeds orderly and that the Port is provided advance notice thereof. Therefore, an aggrieved party that intends to commence judicial proceedings shall specifically provide notice to the Port prior to the commencement of such proceedings. The notice shall be provided to the Port's General Counsel at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, (206) 787-3000.

7. STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of the contract to be awarded by this RFP, without first exhausting the administrative procedures specified herein.

8. REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

9. ACKNOWLEDGEMENT

By submitting a proposal in response to this RFP, the Proposer acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.