

TC-22270

**CITY OF HOUSTON
FINANCE & ADMINISTRATION DEPARTMENT
STRATEGIC PURCHASING DIVISION**

**A REQUEST FOR PROPOSALS
FOR THE CITY OF HOUSTON
CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT
FOOD AND BEVERAGE SERVICES
AT THE
GEORGE R. BROWN CONVENTION CENTER
WORTHAM THEATER CENTER, JONES HALL, JONES PLAZA,
MILLER OUTDOOR THEATRE, ROOT MEMORIAL SQUARE PARK,
AND
AUXILIARY SPACE IN AND ABOUT THOSE VENUES**

DECEMBER 22, 2006

**NOTICE OF
REQUEST FOR PROPOSAL FOR**

FOOD AND BEVERAGE SERVICES CONCESSION

TC-22270

THE CITY OF HOUSTON

The City of Houston Finance & Administration Department, invites prospective contractors to submit a written proposal for a Food and Beverage Services Concession for the Convention and Entertainment Facilities Department. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

- This Request for Proposal is available on the Internet from:
<http://www.houstontx.gov/purchasing/>

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, February 23, 2007, at 2:00 pm, Central Standard Time**. No proposals will be accepted after the stated deadline.

Questions concerning the Request for Proposal should be submitted to Strategic Purchasing, Service Contracts Section, Room B424, City Hall, 901 Bagby, Houston, Texas 77002 Attn: Richard Morris, phone (713) 247-1772, fax (713) 247-2136, richard.morris@cityofhouston.net no later than **5:00 p.m., Tuesday, February 13, 2007**.

There will be a **Pre-proposal Conference** on **Wednesday, January 10, 2007, at 11:00 a.m.** in Boardroom B, Third Floor, George R. Brown Convention Center, located at 1001 Avenida de las Americas, (Administrative Offices entrance), Houston, Texas 77010.

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

Calvin D. Wells
City Purchasing Agent

Houston Convention & Entertainment Facilities RFP

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Houston Convention & Entertainment Facilities RFP

EXHIBITS

- Exhibit A - Financial Proposal Form
- Exhibit B - Projected Sales
- Exhibit C - Proposal Form - Operating Pro Forma
- Exhibit D - Historic Financial Data
- Exhibit E - Historic Events and Attendance
- Exhibit F - Existing City-Owned Equipment List
- Exhibit G - Conditions of the Proposal
- Exhibit H - Bid Bond Form
- Exhibit I - Performance Bond Form
- Exhibit J - City of Houston Drug Detection & Deterrence Procedures for Contractors
- Exhibit K - Goal Oriented Minority/Women/Disadvantaged Business Enterprise Requirements
- Exhibit L - M/W/DBE Subcontract Terms
- Exhibit M- Affidavit of Ownership or Control
- Exhibit N - Conflict of Interest Questionnaire
- Exhibit O - City of Houston Fair Campaign Ordinance Contract Requirements

I. GENERAL INSTRUCTIONS

1. Submittal Procedure

Ten (10) copies of the proposal, including one (1) original, signed in blue ink, are to be submitted in a sealed envelope bearing the assigned Control Number located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002
(713) 247-1840

Mailing: Office of the City Secretary
P.O. Box 1562
Houston, Texas 77251

The deadline for the submittal of proposals is no later than **2:00 p.m. Central Standard Time, Friday, February 23, 2007**. Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process.

Proposers may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposers may submit their proposals to the City Secretary's Office any time prior to the above stated deadline.

2. Proposal Format

The Proposals should be typewritten and the original signed in blue ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s), along with evidence of that person's authority, and must contain a statement that the proposal and the prices contained therein should remain firm for a period of one hundred-eighty days (180) after receipt of best and final offer.

3. Pre-Proposal Conference

Pre-proposal Conference will be held **Wednesday, January 10, 2007**, CST, at 11:00 a.m. in Boardroom B, Third Floor, Administrative Offices entrance of the George R. Brown Convention Center located at 1001 Avenida de las Americas, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions that have not already been addressed by the City.

4. Disqualification

Under no circumstances are Proposers to contact any City employee or official, other than the designated City representative, Richard Morris, with regard to this RFP or any of the information contained herein (except in response to City initiated discussions). Violation of this provision, except as specified herein, will subject the Proposer to **immediate disqualification**.

5. Additional Information and Specifications Changes

Requests for additional information and questions should be addressed to the Finance and

Administration Department, High Technology Section, Mr. Richard Morris, (713) 247-1772, fax: (713) 247-2136 richard.morris@cityofhouston.net no later than **Tuesday, February 13, 2007**, at 5:00 p.m. local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all Proposers shall be answered and sent to all Proposers who are listed as having obtained the Request for Proposal. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal. Proposers are **NOT** to contact any other City employees or officials directly.

Results of informal meetings or discussions between a potential Bidder and any City official or employee may not be used as a basis for deviations from the requirements contained within this RFP and may subject the Bidder to immediate disqualification.

6. Addenda & Modifications

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing proposal responses. All contacts that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any other communication regarding this RFP should be disregarded in preparing responses.

The City does not assume responsibility for the receipt of any addendum sent to Proposers.

7. Examination of Documents and Requirements

Each Proposer shall carefully examine all RFP documents and thoroughly become familiar with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

8. Post-Proposal Discussions with Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-bid discussions with any Proposers who have a realistic possibility of contract award including requests for additional information and requests for "Best and Final" offers.

9. Terms, Conditions, Limitations and Exceptions

- 9.1 This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 9.2 The proposals will become part of the City's official files without any obligation on the City's part. All responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 9.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.

- 9.4 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 9.5 The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees) for the purpose of influencing consideration of a proposal.
- 9.6 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- 9.7 All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 9.8 The RFP and the related responses of the selected Proposer may by reference (within a contract) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with contractor the exact terms and conditions of the contract(s).
- 9.9 Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
- 9.10 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Contractor.
- 9.11 Clerical support and reproduction of documentation costs shall be the responsibility of the contractor. If required, such support and costs shall be defined in the negotiated contract(s).
- 9.12 Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the Director of the Convention & Entertainment Facilities Department (the "Director").
- 9.13 The Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 9.14 The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or

from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

- 9.15 Contractor must promptly report to the Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.
- 9.16 The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 9.17 The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
- 9.18 The City reserves the right to request clarification of any proposal after all proposals have been received.
- 9.19 The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 9.20 Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officers or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
- 9.21 Prior to contract award, the selected Proposer must furnish a "Certificate of Registration," obtained from the Texas Secretary of State's Office, which authorizes Proposer to conduct business in the State of Texas.
- 9.22 After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the Director.
- 9.23 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 9.24 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 9.25 The initial term of the contract resulting from award of this RFP will be five (5) years, with five (5) optional one-year renewals. The contract will be renewed by Director's written notice to Contractor at least 30 days in advance unless terminated consistent with provisions of the contract. The City reserves the right to exercise one or more option years at a time, at the Director's discretion.

10. Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package that meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty that is equal to or better than the prevailing standard in the industry.

Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

11. Facility Visit

Proposers are invited to visit the George R. Brown Convention Center and the other Facilities to inspect the Facilities available related to the required services. The Facility visits will commence immediately after the Pre-proposal Conference on **January 10, 2007**. Attendance at the Pre-proposal conference and the Facility visit is strongly encouraged. This is intended for the benefit of the Proposers to inform them about the existing Facilities and equipment relative to food and beverage services. Although an additional tour of the Facilities may be scheduled later, there is no scheduled time set aside for re-visit. To schedule an additional visit, Proposers may call the following phone number:

David Osterhout (713) 853-8013

Additional Facility tours will not be scheduled after February 13, 2007.

12. Project Administration

After contract award, overall project administration shall be provided by Mr. David Osterhout, Convention & Entertainment Facilities Department, Facility Manager (Project Administrator), 713-853-8013. Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Administrator.

13. Schedule

Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

<u>EVENT</u>	<u>DATE</u>
Date of issue of the RFP	December 22, 2006
Pre-proposal Conference	January 10, 2007
Questions from Vendors due to City	February 13, 2007
Proposals due from vendors	February 23, 2007
Oral Presentations	March 22, 2007
Notification of intent to award (<i>Estimated</i>)	May 15, 2007
Contract start date	July 1, 2007

II. PROPOSAL PROCESS

1. A pre-proposal conference and Facilities tour will be held at 11:00 a.m. on Wednesday, January 10, 2007, CST, at the George R. Brown Convention Center, Boardroom B, Third Floor, Administrative Offices entrance, 1001 Avenida de las Americas, Houston Texas 77010. All Proposers are strongly encouraged to attend this conference.
2. Call Richard Morris in Strategic Purchasing at (713) 247-1772 if you intend to be at the pre-proposal meeting and indicate the number of company representatives that you will have.
3. After the pre-proposal meeting, all questions concerning this RFP must be submitted in writing to Richard Morris, at fax number (713) 247-2136 or by e-mail to richard.morris@cityofhouston.net. A written letter of clarification will be sent to all pre-proposal attendees. Questions must be submitted no later than no later than 5:00 p.m., Central Standard Time, February 13, 2007.
4. Proposers shall carefully examine all proposal documents and any and all addenda or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from this RFP, or should the Proposer be in doubt as to its meaning, Proposer shall at once and in any event, not later than ten (10) days prior to proposal date, submit to the City a written request for interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP will be made only by written letter of clarification to all persons who have attended the pre-proposal conference. No allowance will be made after proposals are received for oversight, omission, error, or mistake by Proposer.
5. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Proposer from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by an Agreement.
6. Alternative financial proposals will not be considered by the City.

III. REQUIRED SUBMITTALS

All proposals shall be submitted with an original and nine copies (ten (10) copies total).

Each Proposer shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

1. Proposal Bid Bond: The Proposer shall attach to the original proposal submitted, a proposal bid bond in the amount of \$50,000 made payable to City of Houston, Texas together with **Exhibit H**. A certified check in the same amount is also acceptable.
2. Completed Exhibits A, B, C, G, H, J, K, M, N, and O.
3. Marketing Plan: Provide the Caterer's detailed marketing plan for soliciting and expanding the current Catering Sales business. Include plans to appeal to high-end gala events (e.g., the Opera Ball or annual fund-raising events for performing arts groups such as the Houston Symphony or the Houston Ballet). Include the marketing budget for such a plan. Convention and corporate marketing plans should include high end sales presentations, marketing plans and materials for exhibit booth catering, and corporate luncheon and beverage break packages.
4. Creative Design Concepts: Proposers should indicate their proposed design concepts for the new and the existing Food Service areas using branded concepts and menu items. Proposers should include any equipment, décor, signage or graphics and any other information that indicates their unique approach to this project.

Use renderings of proposed Food Service areas, or portable carts to demonstrate your new concepts and recommendations.

5. **Proposers are requested to provide two different financial proposals, a base proposal and one with Value-Added Contributions:** Proposer shall provide a detailed schedule of the Value-Added Contributions it commits to make for the Food Service facilities at the Facilities and a completion schedule, if applicable. The Director shall have final approval of items or areas that are improved.

Caterer agrees that all Equipment, materials and installation costs for the construction of any Improvements, and any Smallware purchases shall be bid with full review of such bids by the Director. Caterer shall take full advantage of its national purchasing power and buying strength to provide the lowest possible "net" costs when purchasing Equipment, Improvements, and Smallwares. All of the Equipment, Improvements, and Smallwares that Caterer provides shall become the City's property.

6. Catering Experience: Proposer must indicate its experience in serving large banquets, consumer shows, and conventions. Proposers should cite specific catering events of 5,000 customers or more or three consecutive meals of 4,000 customers each, e.g. breakfast, lunch and dinner or three dinners over three consecutive nights, in facilities they manage. Provide date, location, customer contact, customer phone number, menu, price per person and service style (e.g., buffet).
7. Quality of Catering Experience: Proposer must demonstrate how it competes with the premier catering companies and/or hotels in its other marketplaces, including its ability to contract for the top corporate and social events in those markets.
8. Proposer must be, or be eligible to become, a Starbucks franchisee.
9. List of Clients: Provide a list of current clients similar to the Facilities with convention centers and performing arts centers that Proposer serves or has served in the past three (3)

years. Please provide detailed information, e.g., name, address, and telephone number of the account, contact name, length of time, size of facilities, number and type of events, annual sales, and attendance. Annual sales information should include the cost of sales, payroll costs, direct expenses, and commissions paid to clients. Indicate what services are provided, i.e., cafeterias, catering, concessions, restaurants, other income, etc. List per capita sales information for major events and consumer shows at venues listed above.

10. Financial Statement: Include a current audited financial statement for the two most recent fiscal years of the Proposer, including the statement of financial position and the related statements of activities and cash flows, prepared and certified by an independent Certified Public Accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of this Agreement.
11. Organizational Plan: An organizational chart showing all proposed full-time and hourly positions. Include details of all bonuses, benefits, insurance, vacation, and sick-leave programs for which the full-time and hourly staff are eligible. Include a copy of the employee training manual, employee handbook, and drug-use policy.
12. A resume including client references reflecting the experience, education, and performance record in the Food Service business of proposed full-time managers, the executive chef, the sous chef, and one proposed candidate for all other management positions for the Facilities for whom the Director will have the right of approval. Proposer must have its choice of the general manager attend any oral presentation required by the Director for selection of the Caterer. The general manager and chef candidates may be interviewed privately prior to the Proposer's presentation.
13. Detailed staffing charts for typical events at the Facilities, including a banquet for 250, a banquet for 5,000, a trade show and convention for 10,000 and an opera for 2,000 attendees. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, commissary, public food sales.

Provide front and back of house staffing levels for the following:

Consumer Show – 10,000 per day, 3 day show--\$125,000 in cash sales

Corporate Convention – 6,000 attendees per day, 2 days—catered breakfast, lunch, dinner—buffet style

Tradeshow – 7,500 attendees, 1,000 exhibitors:

Opening night reception - \$60 per person for food, cash bars

Morning and afternoon beverage breaks on show floor—2 days @ \$10 per person per day

Catered Box Lunches on show floor—2 days—\$18 per person per day

14. Proposed menus for all Food Services in the Facilities, showing portion sizes and proposed selling prices in current calendar year 2007 dollars. Include Alcoholic Beverages, banquets, cafeteria, catering, concessions, and subcontractors. All Catering and banquet pricing must indicate the proposed service charge. Menus should include some regional food with local flavor, such as Tex-Mex and barbeque items. Indicate whether breakfast pastry products are fresh or pre-packaged, prepared by local bakers or by companies outside of Houston.
15. Branded Products: Describe how Branded Products should be handled and how they will impact sales and profits. Detail other facilities where Caterer uses Branded Products and any unique financial arrangements with these Brands. Include a plan to increase Brand recognition in the Facilities by bringing in popular local restaurateurs.

16. Training Programs: Describe all of Proposer's available training programs including Proposers' current Alcohol Management and Customer Service Training Programs that are regularly used at other accounts. Indicate the minimum number of training hours every employee will receive before serving guests. Indicate the proposed general manager's experience in administering these training programs.
17. Corporate Support: Provide an organization chart of corporate personnel, regional manager and senior management and explain how the City will benefit from their support.
List their level of experience and include resumes of anyone who will be directly involved with assisting our Facilities.
18. Corporate Philosophy: Include a mission statement and overview of your company's operating philosophy. In addition, explain what advantages your company has over the competition and why you are the best choice to manage our operations.
19. Event Information: Provide samples of event order forms, daily and monthly statements, per capita sales, daily payroll and sales report, etc. that will be furnished to the Director during the term of this Agreement. Include forms from computerized cash registers.
20. Provide a listing of all software programs proposed to be utilized for monthly statements, payroll, and for administrative and event operations.
21. Business Form of Proposer:
 - a) If the Proposer is a corporation, the proposal shall be signed by an officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the State in which the corporation is chartered. The proposal shall show that the corporation is in good standing and qualified and authorized to do business in the State of Texas.
 - b) If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and title of the person signing shall be shown. A copy of the partnership agreement and a full explanation of the job related duties of each member of the partnership must be included.
 - c) If the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style, if any, under which the Proposer is doing business.
 - d) If the Proposer is a joint venture, the proposal shall be signed by the managing joint venturer of the joint venture. A copy of the joint venture agreement and a full explanation of the job related duties of each member of the joint venture must be included.
22. The proposal shall show the present business address of the Proposer at which communications from the City and notices served are to be received.

IV. PROPOSAL EVALUATION PROCESS

1. Following receipt of written proposals, the City may thereafter select those Proposers which, in the judgment of the Review Committee, qualify as finalists and request those Proposers to make oral presentations to the City and Review Committee, prior to the final selection of the Caterer. It is anticipated that those presentations will occur on or around March 22, 2007.
2. City reserves the right to reject any and all proposals.
3. Proposers are advised that the City intends to select the Caterer that the City determines is responsive and responsible and will provide the Facilities with the highest quality products, level of service, and best overall presentation to Facilities' patrons, based on the criteria set out below.

In order to determine this, the City will consider the following factors, none of which will, standing alone, be conclusive:

a.	Creativity reflected in the proposal for unique operational plans, replacement and renewal plans, point of sale techniques, menu, use of Branded Products and concepts, personnel training, uniforms, and related marketing and promotional ideas. (25 points)
b.	The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel. (25 points)
c.	Proposer's financial return to the City including, without limitation, any Value-Added Contributions (15 points).
d.	The Proposer's performance at comparable facilities. The City will contact representatives of those facilities for performance ratings as well as Proposer's general reputation for performance and service. (15 points)
e.	Proposer's financial condition, including ability to provide capital and operational investments. (15 points)
f.	M/W/DBE Participation. (5 points)

4. City reserves the right, at its discretion:
 - a) To reject proposals that contain omissions or otherwise fail to comply with these Specifications.
 - b) To reject proposals that are not accompanied by proper proposal bond or deposit.
 - c) To reject all proposals when the City reasonably determines that such a procedure would be in the best interest of the City.
 - d) To waive technical or insubstantial irregularities in the proposal of any Proposer.
 - e) To reject proposals that contain any conditions and/or contingencies which, in the City's judgment, make the proposal indefinite or incomplete.
 - f) To operate the Food Services itself.

5. Proposal bonds will be mailed back to the Proposer within 48 hours after the City Controller has countersigned an Agreement with the Caterer, and the executed performance bond and required certificates have been delivered to and approved by the City. If no award has been made within 90 days after opening of proposals, upon demand of a Proposer at any time thereafter, proposal bid bonds will be returned provided that the Proposer has not been notified of acceptance of his proposal. In consideration for the City's agreement to consider the Proposer's proposal, the Proposer agrees that, in the event it withdraws its proposal from consideration after proposal due date, or refuses to enter into an Agreement containing the basic financial terms contained in the proposal that has been accepted by the City, the Proposer will be liable to the City for damages in the sum of \$50,000, which sum is set forth herein as liquidated damages. It being expressly understood between the City and Proposer that unwarranted withdrawal of proposal or refusal to perform shall damage the City in an undetermined amount and said liquidated damages amount is reasonable compensation for default.

V. SCOPE OF SERVICES

A. DEFINITIONS

1. "Accounting Period" shall refer to the Caterer's four or five week fiscal periods (months), of which there must be twelve within each calendar year.
2. "Agreement" shall refer to the contract executed between the Caterer and the City in accordance with these Specifications and the Caterer's proposal submitted and accepted by the City.
3. "Agreement Year" shall refer to the period between July 1, 2007 and June 30, 2008, and every July 1st through June 30th for every year thereafter until June 30, 2017, or until the Agreement terminates, whichever is earlier.
4. "Alcoholic Beverages" shall refer to all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
5. "Branded Products" shall refer to those Food Service items or concepts which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Caterer is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Facilities.
6. "Caterer" shall refer to that party or parties selected by the City to provide the services set forth herein.
7. "Catering Sales" shall refer to any pre-arranged Food Service function of multiple customers, such as meals for conventions, at Facilities or off-site locations, where payment for the entire function rests with one individual or company.
8. "City" shall refer to the City of Houston acting by and through the Director of the Convention & Entertainment Facilities Department, or his or her designee.
9. "Consultant" shall refer to Chris Bigelow, President, The Bigelow Companies, 1575 Universal Avenue, Suite 156, Kansas City, MO 64120; Phone (816) 483-5553, Fax (816) 483-5510, e-mail: chrisbigelow@bigelowcompanies.com.
10. "Department" means the City of Houston Convention and Entertainment Facilities Department or its successor department.
11. "Direct Operating Costs" or "Direct Costs" are the actual out-of-pocket costs of the Food Service operation incurred at the Facilities, as approved by the Director. These costs include the actual expense of the product less any corporate rebates, on-site payroll, payroll taxes, fringe benefits, and other operating expenses, such as repairs and maintenance, cleaning and office supplies, and a marketing fund.

Direct Operating Costs do not include any corporate overhead or corporate administrative expenses, Late Fees, relocation expenses, or the cost of insurance premiums in excess of the amount described below. Additionally, cash shortages in excess of one-quarter percent (1/4%) of cash register sales may not be deducted from Gross Receipts or taken as a Direct

Operating Cost. Caterer may set its own credit terms for accounts receivable; therefore, uncollected or bad debts are not allowed as a Direct Operating Cost or as a deduction from Gross Receipts, with the exception of when the City has required Caterer to extend credit to a customer. Expenses related to criminal activities (e.g., theft, arson, vandalism, employee dishonesty) are not Direct Costs. Direct Costs not included in Caterer's proposal and Direct Costs not clearly related to the Food Service operation, such as travel expenses, professional services, and legal fees, are subject to the Director's prior written approval. Caterer should provide written explanations to the Director when seeking approval of such expenditures. Personnel expenses shall not exceed the costs projected in Caterer's proposal by more than three percent (3%) in any given Agreement Year without the prior written consent of the Director. There will be a cap on the cost of the performance bond and all insurance, including Worker's Comp. insurance: Caterer shall pay for any insurance and performance bond expenses in excess of 1.5% of Gross Receipts.

13. "Director" shall mean the Director of the City of Houston Convention & Entertainment Facilities Department, or such person as he or she shall designate.
14. "Equipment" shall refer to all Food Service furniture and machinery, Smallwares and Leasehold Improvements, serving counters, carts, portable serving counters, dollies, trucks, computers, software, and office furniture used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product.
15. "Facilities" shall refer to the George R. Brown Convention Center (which includes a Starbucks café and any food and beverage franchises located inside the convention center), Jones Hall for the Performing Arts, Jones Plaza, the Miller Outdoor Theatre, Root Memorial Square Park, the Wortham Theater Center, and auxiliary spaces in and about those venues, all located in the city of Houston, Texas.
16. "Food Services" shall refer to all Food Service sales and operations at the Facilities, whether Alcoholic Beverages, Branded Products, Cafeteria, Catering, or Concessions.
17. "Gross Receipts" shall refer to the total amount of money, gratuities, service and rental charges received or charged by the Caterer or any agent or employee of the Caterer for all sales, cash or credit, whether collected or not, made as a result of the service rights granted under the Agreement, excluding only applicable sales taxes and Texas Alcoholic Beverage Commission ("TABC") taxes. For purposes of determining the Incentive, the net commission of subcontractor fees paid to the Caterer, after all of the subcontractor's costs are paid, shall be included in Caterer's Gross Receipts, rather than the subcontractor's total gross receipts.
18. "Incentive" shall refer to the percentage of Gross Receipts above a predetermined amount, that the Caterer may earn in an Agreement Year as provided in **Exhibit A—Financial Proposal Form**. The amount of the Incentive may not exceed 20% of Caterer's Total Compensation in an Agreement Year. The fixed Management Fee can be a different fixed fee for each year of the Agreement Term (but must still be no less than 80% of the Caterer's Total Compensation).
19. "Late Fee" is the charge assessed to any payments due the City from the Caterer after the specified date in the Agreement. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%). Late Fees are payable by the Caterer and not allowed as a Direct Operating Cost.

20. "Leasehold Improvements" shall refer to all equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.
21. "Licensee" shall refer to any person or entity that may from time to time enter into any license agreement for the use of the Facilities for a particular purpose.
22. "Management Fee" shall be the lump sum amount paid to the Caterer by the City for managing the Food Services, as provided in [Exhibit A](#).
23. "Net Profit" shall mean for any Accounting Period, the excess, if any, of Gross Receipts over the sum of applicable and/or prorated Direct Operating Costs, City approved depreciation, the prorated Management Fee and the earned Incentive.
24. "Pre-opening Expense" shall refer to the Direct Operating Costs incurred by the Caterer prior to the first day of operations under the Agreement. These costs will not be reimbursed by the City.
25. "Proposer" shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with these Specifications.
26. "Smallwares" shall refer to the serviceware, pots, pans, sheet pans, utensils, silverware, chafing dishes, serving trays, crockery, glassware, dishware, cutlery, linen, skirting, napkins, and tablecloths used in the Food Service operation.
27. "Specifications" shall refer to this Request for Proposals.
28. "Starbucks" shall mean the franchised Starbucks café location on the second floor of the George R. Brown Convention Center.
29. "Total Compensation" shall refer to the total revenues the Caterer may earn at the Facilities, which is comprised of the Management Fee and the Incentive.
30. "Value-Added Contributions" shall mean voluntary contributions from Caterer in furtherance of the Agreement, which shall not be charged to the City.

B. FACILITIES DESCRIPTION

1. The George R. Brown Convention Center is a three level Convention Center in downtown Houston. Immediately adjacent to the Center is the Hilton Americas, a 1,200 room hotel connected by a skywalk to the Convention Center. There are more than 5,000 hotel rooms in downtown Houston. The Convention Center has exhibit space consisting of approximately 930,000 square feet: a divisible 31,590 square foot ballroom, a 3,600 seat theater, 117 individual meeting rooms totaling 185,000 square feet of space, and arena seating expandable to 6,000 seats. On the second level there is 99,000 square feet of space plus four (4) 2,880 square foot outdoor balconies. Additional banquet seating for 8,000 is available on the third level in Exhibit Halls A3 and B3. The facility opened in 1987 and was expanded in 2003. Other food and beverage franchises may be extended to other companies for the exterior of the Convention Center, in connection with the development of the downtown park across the street from the Convention Center.

The permanent Food Service facilities include a complete banquet kitchen, 250 seat cafeteria, a Starbucks café, plus five permanent concession stands and five shell spaces for concession stands. All other Food Service is portable. Caterer will need to enter into a franchise agreement with Starbucks in order to operate the Starbucks café.

2. The Jesse H. Jones Hall for the Performing Arts is a 2,912 seat theater. The theater is the home of the Houston Symphony Society and the Society for the Performing Arts. There are three levels, with two permanent bar/concession stands, and the fine wine bars with a portable buffet dining on the Orchestra Level (1,525 seats), a permanent bar/concession stand on the Boxes/Mezzanine/Grand Tier Level (612 seats) and a bar in the Green Room (reception area for 48). There are no permanent Food Services on the Balcony Level (608 seats).
3. The Wortham Theater Center consists of two theaters sharing a common lobby. The two theaters are the Alice and George Brown Theater with 2,254 seats and the Lillie and Roy Cullen Theater with 1,110 seats. The Wortham is the home of the Houston Ballet and Houston Grand Opera. There are two bars on the Orchestra Level (Brown 1138 seats, Cullen 683 seats), two bars on the Grand Foyer/Founder's Boxes Level (Brown 702 seats, Cullen 417 seats), one bar on the Balcony Level (Brown 414 seats). The Green Room (capacity: 50) has one bar. The Founder's Salon is excluded from this Agreement.

The food and beverage service in the Grand Foyer is adaptable to serving food and beverages to both performing arts patrons and meals for various events such as weddings, small dances, and receptions. (The meals for the Theater District Facilities are prepared at the Convention Center beforehand. The Theater District Facilities include the Wortham Theater Center, Jones Hall, and Jones Plaza.) The coffee and fine wine bars, serving carts, and serving tables in the Grand Foyer are all moveable.

4. Jones Plaza, one square block in downtown Houston, is located across the streets from both Jones Hall and Alley Theatre in the heart of the Theater District. It is bounded on the north and south by Texas and Capitol avenues and on the east and west by Louisiana and Smith streets. User-friendly features at Jones Plaza include pedestrian ramps, a permanent stage, concession facilities and restrooms. The property also features five shade-providing canopies and a water feature. Jones Plaza historically has hosted free concerts. For more information, go to <http://cbtcws.cityofhouston.gov/events/Events.aspx> and click the *Calendar of Events*.
5. Located on nearly eight acres in the heart of Hermann Park, **Miller Outdoor Theatre** is the only free open-air theatre of its kind in the United States. It is a home away from home for some of Houston's most dynamic arts organizations such as HITS Unicorn Theater, Houston Grand Opera, the Houston Ebony Opera Guild, Festival Chicano, Houston Symphony, Theatre Under The Stars (TUTS) and a host of other multi-cultural groups and theater companies. Every performance in its March to November season is free. Food and beverages are sold from the permanent concession facilities during events.
6. Portable carts are used extensively throughout the Convention Center. At the Theaters, portable food buffets and portable carts now offer mixed drinks, fine wines, gourmet coffees, sandwiches and pastas.

C. PROJECT OVERVIEW

1. The Agreement is for the preferred rights for all Food Services at the George R. Brown Convention Center and, subject to restrictions set forth below, the exclusive rights for Alcoholic Beverages and Concessions at the Wortham Theater Center, Jones Hall, and such other Facilities as the Director may designate. Catering at the Wortham Theater Center, Jones Hall, Jones Plaza, the Miller Outdoor Theatre, and Root Memorial Square Park will be available on an open, non-exclusive basis. Unique Catering requirements of the Facilities' Licensees, such as Kosher, Indian and other Ethnic Foods, not regularly prepared by the Caterer, may be excluded from these rights, if so directed by the Director.
2. The Department may request that Caterer allow other caterers to provide services at the Facilities on a limited basis, not more than 15 times per year. Caterer's buyout fee, if any, will be included in the calculation of Gross Receipts. Caterer should delineate proposed buyout fees in its proposal as well as the number of buyouts per year for which the buyout fee would be waived.
3. At the Director's option, franchise Food Service may be operated by a company other than Caterer in an exterior area of the George R. Brown Convention Center. Or, at the Director's option, Caterer may be required to obtain franchises and operate franchise Food Services in any exterior or interior areas of the Facilities. At the Director's discretion, any franchise operations in the Facilities that Caterer operates will offer a discount to all City employees who have a City identification badge. The amount of the discount, to be approved by the Director, will be sufficient to cover the cost of the products sold. The discount will enable the volume of franchise business to remain operational during low sales days in which few events are scheduled.
4. Except for the Starbucks café and the Explore Houston Visitors' Center on the second floor of the George R. Brown Convention Center, both of which the Caterer shall operate, merchandise, souvenirs and any other non-consumables will not routinely be a part of this Agreement. The Director may require the Caterer to operate a Sundry and Gift Shop or portable cart during events. From time to time, Facility Management may require that Caterer provide souvenirs for special marketing efforts and promotions. Caterer shall provide the souvenir items to the City at or below cost. The provisions of such items shall be a Direct Cost and shall be accounted for in Caterer's monthly financial statements.
5. The Director may also require Caterer to set up portable concessions in Jones Plaza (adjacent to Jones Hall in the Theater District), the Miller Outdoor Theatre, Root Memorial Square Park, Fish Plaza and/or Sesquicentennial Park during afternoon and evening concerts and other special events. Beer may be sold by the Caterer at all of these locations, depending on the event schedule. However, Caterer will not have exclusive rights for these locations.
6. All Catering events sponsored or co-sponsored by the City, such as, but not limited to, tastings or marketing presentations and the annual Thanksgiving and Christmas meals for the homeless, shall be billed at actual cost of the product and direct labor, and shall not be included in Gross Receipts.
7. The Agreement, which will be developed by the City's legal counsel, will follow the guidelines of the 1986 IRS Tax Reform Act for facilities financed with tax exempt bonds, as further amended. The Agreement will commence immediately following the expiration of Aramark's existing contract on June 30, 2007. The initial term of the Agreement will be for five (5) years, expiring June 30, 2012. The Director has the option to renew the Agreement

for five additional one (1) year terms. One or more optional renewal years may be exercised at a time. The Caterer may earn a lump sum Management Fee and an Incentive. The Management Fee must be equal to or greater than eighty percent (80%) of the Caterer's Total Compensation, for each Agreement Year.

8. With the Director's prior approval, the Caterer will purchase, as a Direct Cost, upgrades to the current Food Service Equipment, Smallwares, Uniforms and Portable Carts and may invest the capital necessary to construct and equip permanent Food Service areas in the Facilities. All costs will be competitively bid and only the Caterer's net costs will be charged. Caterer shall agree to pass along 100% of all savings it accrues from discounts, rebates, and national volume purchasing or pricing, to provide the City the lowest possible cost.
9. A schedule showing the past two years' sales and expenses is attached as **Exhibit D**.
10. A schedule of the past two years' attendance is attached as **Exhibit E**. While it is projected that attendance will continue as it has in the recent past, failure on the part of City to meet event projections shall not relieve the Proposer from the obligation to comply with the Agreement.
11. Attached is **Exhibit F—Existing City-Owned Equipment**, a current list of existing Equipment at the Facilities. The Caterer will be allowed to use the Equipment in **Exhibit F**. Additional Equipment that Caterer purchases throughout the course of the Agreement shall become the City's property at the expiration or termination of the Agreement.
12. This RFP is designed to allow Proposer the greatest amount of creativity in maximizing the Facilities' service levels to its customers. Once a Caterer is selected, the City will negotiate an Agreement, developed by the City's legal counsel, which details the standards of performance for the Caterer based on the Caterer's proposal, generally accepted Catering Agreement standards, the applicable IRS rules and the City's rules and regulations.

D. FINANCIAL TERMS

As consideration for the management of the Food Services, the Caterer shall receive compensation on a monthly basis, based on the total Gross Receipts on the last day of each Agreement Year. The Management Fee and Incentive will be prorated, along with the Gross Receipts threshold, for any Agreement Year with less than fifty-two weeks. The Management Fee may not be less than 80% of the sum of the Management Fee and the Incentive. The Incentive may not be more than 20% of the sum of the Management Fee and the Incentive.

For illustration purposes only, the expiring contract contains the following Management Fee and Incentive. Proposer should indicate the Management Fee and Incentive that it is proposing, using **Exhibit A** attached to this RFP—**Financial Proposal Form**.

Although a responsible and competitive fee structure is expected, unrealistically low fees resulting in a degradation of service levels will be reviewed negatively in the evaluation process.

Example of Management Fee and Incentive Structure			
Category	Annual Minimum Gross Receipts Threshold	Annual Maximum Gross Receipts Threshold	Compensation
Management Fee	\$0.00	\$5,999,999.99	\$350,000
Management Fee	\$6,000,000.00	\$7,500,000.00	\$400,000
Management Fee	\$7,500,000.01	and greater	\$550,000
Incentive	\$0.00	\$5,999,999.99	0.0%
Incentive	\$6,000,000.00	\$7,000,000.00	4.0%
Incentive	\$7,000,000.01	and greater	6.0%

The Caterer shall prepare a profit and loss statement, in a format directed by the Director, for each Accounting Period and submit it with Net Profits no later than fifteen (15) days following the close of the preceding Accounting Period. In any Accounting Period in which there is a loss, the Caterer shall accrue such loss until the next Accounting Period or Periods, sufficient to reimburse those losses. In any Accounting Period where the Gross Receipts escalate above a threshold, the Caterer shall retain the additional earned Management Fee and Incentive from previous Accounting Periods.

Caterer shall submit to the City an annual reconciliation of all losses and profits with the profit and loss statement and Net Profit payment for the last Accounting Period of each Agreement Year. In any Agreement Year that has no Net Profits, the City shall pay the Caterer the amount of money necessary to make Caterer's losses equal zero dollars (\$0.00).

1. The Proposer will propose its Management Fee and Incentive Fee in **Exhibit A**. Proposer will put its Incentive at risk based on post-event evaluations, meeting budget goals, etc.
2. The Proposer will also indicate, in **Exhibit A**, the Value-Added Contributions that it will make in the Food Services over and above the current level of City-owned Equipment which will remain on-site for the Caterer's use. The City-owned Equipment is listed in **Exhibit F**. As stated previously, two sets of proposed financial terms are required: one with a Value-Added Contributions and one without Value-Added Contributions.
3. Caterer shall accrue **4%** of Gross Receipts annually to be used under the direction of the Director for marketing of the Facilities including Food Service operations.
4. Proposer should provide profit projections for the first three years of the Agreement as a part of its proposal.
5. The Caterer will provide all working capital and inventory necessary to effectively manage the Food Services.
6. The Caterer will prepare a profit and loss statement, in a format directed by the City, for each Accounting Period and submit same with Net Profits no later than 15 days following the close of the preceding Accounting Period. In any Accounting Period in which there are no Net Profits, the Caterer shall accrue such loss until the next Accounting Period that has

sufficient Net Profits to cover those losses. There will be an annual reconciliation of all losses or profits with a final financial statement and Net Profit payment for the last Accounting Period of each Agreement Year.

7. The selected Caterer shall provide monthly financial reports to the Director, in a format approved by the Director. Upon request from the Director, the format of the monthly financial reports may change from time to time. Initially, the header for the monthly financial reports shall be in the following format, with all corresponding line items under each column heading.

Current Sales and Expenses	% of Sales	Period Budget	% of Sales	Year to Date	% of Sales	Budget to Date	% of Sales	Last Year Period	% of Sales	Last Year to Date	% of Sales
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8. Alcoholic beverage taxes and sales taxes should appear as a separate line item, to be checked against net sales numbers for audit.
9. Written pre-approval from the Director or Department management staff will be required for any variance in excess of one thousand dollars (\$1,000.00) from what Caterer budgets. Caterer shall provide a written narrative with its monthly financial reports, highlighting parameters to be determined after Caterer is chosen, which should include explanations for variances that exceed a pre-determined percentage or dollar amount of the budget.
10. Revenues from the Department's off-premises events, if any, shall be included in Caterer's Gross Receipts.

E. PERSONNEL

1. Caterer shall employ the necessary personnel to conduct the operations at the Facilities in accordance with the terms and conditions of these Specifications and the Agreement.
2. All Food Service employees are employees of the Caterer and not the City. The Caterer shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with the City. No agent, servant, or employee of the Caterer shall under any circumstances be deemed an agent, servant, or employee of the City.
3. Accurate records must be kept of the names, addresses and other legal identification of those to whom badges with photographs are issued to ensure proper identification and legal working status of employees at any time required by the City or any other proper agency. Upon request by the Director, the Caterer shall immediately dismiss from the Facilities any employee deemed unsuitable for any reason by the Director. Any employee so dismissed shall never again be employed at the Facilities without the prior written consent of the Director.
4. Caterer's minimum full time management staff shall include:
 - a. General Manager
 - b. Assistant General Manager
 - c. Operations Manager (for the Convention Center)
 - d. Banquet Manager

- e. Executive Chef
- f. Sous Chef
- g. Purchasing Manager
- h. One Concessions/Bar Manager for the Convention Center
- i. Two Concessions/Bar Managers for the Theater District
- j. Director of Sales and four Catering Managers
- k. Controller/Office Manager
- l. Commissary/Kitchen Steward Manager

All of the above are collectively referred to as the "Management." Additionally, a receptionist is required to answer the telephones and greet guests in the office during regular business hours.

- 5. The Director must approve Caterer's proposed on-site Management throughout the term of the Agreement. Caterer's on-site Management shall have no job-related responsibilities at other venues and must have a full-time office at the Facilities. If the Director requests a replacement for the on-site Management or any of the staff, Caterer shall have five (5) days to provide a temporary replacement approved by the Director, and fifteen (15) days to provide the Director with at least three (3) resumes of suitable candidates for such purpose.
- 6. Caterer must conduct regularly scheduled training sessions, as approved by the Director, throughout the year, for all personnel. At a minimum, the training will consist of Customer Service, Alcohol Awareness training recognized by the TABC (Texas Alcoholic Beverage Commission), HACCP (Hazard Analysis and Critical Control Points) food preparation and sanitation, skills training for each position, including proper banquet service, buffet set up, merchandising, and wine service for all Catering personnel.
- 7. Caterer's employees shall be at all times neatly and cleanly uniformed in Director approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees by the Caterer and Director.
- 8. Free parking is not available at the Facilities for Caterer's employees but discounted daily contract parking is available at the theaters. Convention Center parking is free for full-time employees in designated parking lots when available.
- 9. The current Food Service employees are not represented by any collective bargaining agreement.
- 10. Caterer's wage scales, salary increases, and employee bonuses must be approved by the Director.
- 11. Caterer shall meet with the Director periodically, as requested, to discuss labor costs and other expenses related to the Agreement. The parties will reach a mutual agreement about keeping Direct Costs at an optimal level to provide a consistently high quality of services.

F. OPERATING REQUIREMENTS

- 1. The Director shall issue reasonable rules and regulations for the operation of the Food

Services in the Facilities, and the Caterer shall operate the Food Services in accordance with such rules and regulations, upon receipt of the Director's written approval or said rules and regulations.

2. The Director shall decide any and all questions which may arise as to the acceptability of services rendered, levels of staffing, and manner of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of Agreement.
3. No off-site or subcontracted sales are permitted from the Facilities unless approved by the Director.
4. The Caterer is required to actively solicit Catering Sales for the Facilities. On an annual basis, the Caterer must provide the Director with a written marketing and Catering Sales program and budget with specific financial and operational goals and specific methods for attaining each goal. The plan must be in keeping with the goals of the City and must be approved by the Director. Four percent (4%) of Gross Receipts shall be devoted to marketing. The marketing fund may also be used to support the Toyota Center suite the Department uses for marketing related functions.
5. The Caterer will agree to accept all Catering contract terms, conditions, pricing and menus, executed by the incumbent contractor for events that will occur after July 1, 2007. Caterer will receive credit for all deposits on same, made to current contractor.
6. At the termination of Caterer's Agreement, Caterer will assign all catering contracts and catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding caterer.
7. The Caterer shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the City. Free samples may be given away by, or on behalf of, or with permission of any person or organization which has properly engaged the Facilities at trade shows, cooking schools, exhibitions, and conventions at the discretion of the City.
8. The Caterer will be required to provide or modify operations upon the request of any Licensee, when it has been approved by the City, or is in the best interest of the Facilities or is necessary to comply with the terms of the contract between the Facilities and said Licensee, provided that none of Caterer's Equipment is utilized when Caterer is excluded from selling. The selling of specialty ethnic foods sold by local charitable organizations at community festivals is allowed, when approved by the City.
9. In the event that the City seeks to bring a major political convention, NCAA tournament or other similar national or international events, Caterer will make such modifications to the Agreement that are required for the City to obtain any such event.
10. City shall have the final approval on what suppliers, prices, portions and brands are used, and at no time will Caterer offer an exclusive right or agreement to any supplier.
11. The City may sell advertising and sponsorship packages for the Facilities. Therefore, the Facilities reserve the final right of approval of Caterer's sources of product supply. The Caterer, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices are not competitive with the marketplace. Caterer retains no advertising rights in this Agreement. There are no sponsored Food Service products at this time.

12. The Caterer must procure and keep in force during the entire period of the contract all permits and licenses required, including Alcoholic Beverage Licenses, by all laws and regulations of the State of Texas, County of Harris and City of Houston.
13. Caterer shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay any applicable taxes relating to Food Service sales, operations, Equipment, or inventory, as a Direct Operating Cost.
14. Caterer and all of its subcontractors shall use computerized cash or point-of-sale registers, capable of accepting credit and debit cards at all sales locations. This includes portable and permanent concession stands, cafeterias, and lounges.
15. Caterer shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of Texas, County of Harris, and City of Houston, and also shall abide by all rules, regulations and directives prescribed by the City.
16. Vending machines are excluded from this Agreement. The City has pre-existing vending machine agreements that the Department will participate in throughout all or part of this Agreement.
17. Nothing herein contained shall be held to limit or qualify the right of the City to a free and unobstructed use, occupation and control of the Facilities and ingress and egress for itself, its Licensees and the public.
18. Representatives of the City shall have the right to enter upon and have access to all spaces occupied by the Caterer during the time events are in operation and all times when Caterer's employees are present.
19. Caterer must provide printed menus approved by City, utilizing the Facilities' logos, used exclusively for the Facilities, in sufficient quantities for use by City's and the Caterer's marketing staffs.
20. City will set rooms with sufficient tables and chairs for each Catered function. Caterer must provide and set linen, skirting and place settings on a timely basis, as well as remove same immediately following each Catered event. Caterer will provide floral decorations when and if requested by a client.
21. The Caterer shall set up Equipment and Smallwares for all Food Service events. Caterer shall be responsible for setting up and tearing down and proper storage of all portable Equipment, including any work tables, if any, supplied by the City.
22. All table coverings shall be flame retardant. The use of table coverings other than cloth must be approved in advance by the Director. The Caterer must use the color of table coverings the Facility Manager requires.
23. The location of all Food Service areas, whether temporary, portable or permanent shall be designated by the City. The Caterer shall acquire no right to any Facilities once assigned and the City reserves the right to require the Caterer to move such operations and Equipment to facilitate the needs of events.
24. Caterer shall be responsible for providing water service or bottled water for all meeting rooms at no cost to the customer, when specifically requested by the Director.
25. When the Convention Center showcases Houston to industry associations such as MPI—Meeting Planners International, the Caterer will use its own corporate sponsorship funds to

share in the cost of the meeting or event, not as a Direct Operating Cost.

26. Caterer will be required to purchase computer equipment sufficient to communicate through e-mail with Convention & Entertainment Facilities Department personnel. The City will provide connection to the Department's e-mail system and training to use the e-mail software.
27. Caterer will be responsible for providing radios and pagers for communicating with Convention & Entertainment Facilities Department personnel, as part of the Direct Operating Costs.
28. Caterer will be required to provide concession and catered function sheets to the Facilities representative for each and every event at least two weeks prior to the event.

G. QUALITY OF SERVICES AND PRODUCTS

1. Caterer shall conduct all of its operations in a first-class, professional, businesslike, and efficient manner consistent with premier convention center and performing arts center facilities.
2. The City shall have the final approval on what suppliers, portions and brands are used by the Caterer, and at no time will Caterer offer an exclusive agreement to any supplier without the prior written approval of the City.
3. The City shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of these Specifications, and all questions as to the acceptable fulfillment of the Agreement.
4. All foods, drinks, beverages, confectionery, refreshments, and the like sold or stored for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or stocked for sale, and all product on hand shall be stored and handled with due regard for sanitation.
5. All product for sale shall be subject to inspection and approval by the City. Rejected product shall be immediately removed from the Facilities and shall not be returned for sale.
6. It is the intent of the City to utilize Branded Products whenever it is in the best interest of the City.
7. All Concessions Sales will utilize disposable plates, cutlery and cups. Caterer will not use styrofoam cups or other styrofoam containers. Glassware and china will be used for the Theater District bars, buffets, wine bars, and coffee bars.
8. Catering Sales will utilize permanent Smallwares, dishes, glassware and placesettings. China and glassware are required at the theaters for bar and buffet service.
9. The City requires the Caterer to identify local products and vendors to utilize throughout the Facilities, whenever appropriate.
10. There will be no sale or advertising of tobacco products in any of the Facilities.

11. The Facility Managers of each venue will determine whether or which products may be taken into the theaters. Currently only bottled water may be taken into the seating section during theater performances. Other foods and beverages may be allowed in during Society for Performing Arts events, depending on the event.
12. Caterer must be able to safely transport, hold and merchandise all food products, including ice, to the theaters from the Convention Center in a sanitary and healthful manner approved by the City's Health and Human Services Department and deliver product to sales areas, with utmost care to eliminate drips, spills, trash or damage to the Facilities.

H. ALCOHOLIC BEVERAGES

1. Alcoholic Beverages are to be offered for sale by the Caterer to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Facilities, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Caterer.
2. The Caterer shall be responsible for securing any and all permits for the Food Services. Any fee charged for such permits shall be the responsibility of the Caterer as a Direct Operating Cost. All licenses and permits required for the sale of Alcoholic Beverages at the Facilities shall be held in the name of the Caterer. The Caterer shall keep the permits in full force and effect and neither party shall take any action which would impair the Caterer's ability to hold the permits. The Caterer shall prepare, file, and process all applications for renewals of the permits.
3. At the termination of the Agreement, Caterer shall surrender all alcoholic beverage licenses for the Facilities.
4. Caterer will need to obtain licenses such as, but not limited to, the following:
 - a) Mixed Beverage Permit
 - b) Mixed Beverage Late Hours Permit
 - c) Beverage Cartage Permit
 - d) Caterer's Permit
5. A five thousand dollar (\$5,000)* Conduct Surety Bond is required for all license holders and the licensing process may take 6 to 8 weeks for processing a new application by the Houston branch of the Texas Alcoholic Beverage Commission (713) 426-7900.
6. A two thousand dollar (\$2,000)* performance bond will also be required, for on premises sale of beer and wine.
7. The current alcoholic beverage tax is 14% in lieu of the traditional 8.25% sales tax. Caterer must post a seventy five hundred dollar (\$7,500.00)* bond to ensure remittance of that tax to the State Enforcement Office of the State Comptroller 1-800-252-5555.

*The cost of required permits and bonds may change periodically.

I. RECORD KEEPING AND ACCOUNTABILITY

1. Caterer shall maintain all accounting records for the Facilities in a format approved by the City at the on-site office. The accounting records shall be available for audit by the City at any time throughout the term of the Agreement at the on-site office, and for three years following the expiration or termination of the Agreement at the Caterer's main office.
2. Caterer shall use City compatible hardware, software and City-approved accounting software, for all Catering proposals, contracts, invoices, and all accounting functions.
3. Caterer shall submit, for Director's approval, in a format approved by the Director, a budget for its operation including anticipated gross revenues as well as City revenues in January of each Agreement Year for the period beginning on July 1 of that year and ending June 30 of the following year.
4. Caterer shall provide the Director with a sales report by 10 a.m. on the day following each event.
5. Caterer must provide Department management with a list of all events at three points during the event booking process:
 - a. a list of all potential/booked events for the future 12 months of the proposed budget fiscal year;
 - b. a list of all potential/booked events for the upcoming three month forecast, which shall be updated monthly and presented at financial meetings; and
 - c. a list of all events and their corresponding Gross Receipts that occurred for the previous month, to be presented during the monthly financial meeting.
6. Caterer shall maintain a separate commercial account in a bank in the city of Houston for all sales deposits from the Facilities. Cash shortages in excess of one-quarter percent (1/4%) of cash register sales will be deducted from the Management Fee.
7. Uncollected Gross Receipts or bad debts, unless credit was extended at the direction of the City, may not be deducted as a Direct Operating Cost, nor may they be deducted from Gross Receipts.
8. Caterer and its subcontractors must use computerized cash registers. The City shall have access to all such sales and management reports.
9. An independent certified audit of the Caterer's operation, by an accounting firm approved by the City, must be submitted no later than ninety (90) days after the end of each Agreement Year as a Direct Operating Cost.
10. In the event the City is not satisfied with the statements submitted by the Caterer, as provided for herein, the City shall have the right to make a special audit by auditors selected by the City, of the books and records required to be made and preserved, including all sales and expenses, by the Caterer. If such audit shall show a deficiency in payments by the Caterer for any Accounting Period covered, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid promptly by Caterer to the City and not absorbed as a Direct Operating Cost.
11. Caterer and the City shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs are required, and to adjust the depreciation schedule accordingly.

12. Caterer shall maintain all sales tax licenses and operating permits necessary for the Food Services.
13. Caterer shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, Equipment, inventory or permits.
14. Presently, general sales taxes in Houston are 8.25% and for Alcoholic Beverages 14.0%. Texas Alcoholic Beverage Taxes (TABT) are computed on the total amount of money collected from the customer; in other words, if your prices include taxes, you will have to pay TABT on that inclusive price, not the net selling price.
15. The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. The Concessionaire will not assess any such taxes against the City.

J. SANITATION AND EQUIPMENT MAINTENANCE

1. Caterer must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, as a Direct Operating Cost, all assigned areas of the Facilities, including the space within a 25 foot radius of each area, including, but not limited to, kitchens, cafeterias, concession stands, warehouse areas, docks, dumpster areas, elevators and stairwells used by its staff, portable food stands, bars, buffets, pantries, condiment stands, storage and preparation areas in a clean, sanitary, and orderly fashion.
2. Caterer must provide adequate pest control. Such services must be performed by a contractor licensed by the State and approved by the Director for each assigned area.
3. Caterer shall maintain Director approved, par levels of all Equipment, Leasehold Improvements, uniforms and Smallwares. The Caterer shall maintain a minimum of 5,000 Director approved placesettings.
4. Caterer shall maintain, as a Direct Operating Cost, all Equipment, Leasehold Improvements, uniforms, linens, and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance, replacement or repair necessitated by ordinary wear and tear. Replacements made by the Caterer shall be Direct Operating Costs.
5. The Department may require the use of its in-house maintenance staff for the repairs and maintenance, if it is in the Department's best interest.
6. All carpeted floor areas must be protected with plastic and/or cardboard when setting up portable stands, bars, or service areas. Caterer will be responsible for carpet damage caused by the negligence of the Caterer, its subcontractors or agents. In addition, the Caterer will be held responsible for damage to utility floor pockets, elevators, doors, or other Facility finishes, or other equipment caused by the negligence of the Caterer, its subcontractors or agents. Repairs and replacements of such items and finishes may be deducted from Caterer's Management Fee.
7. Caterer will maintain a "Clean As You Go" attitude in all areas of the Facilities they use. This includes, but is not limited to, dock areas, receiving areas, dumpster areas, Equipment storage, freight elevators, and hallways. Trash, spills, Food Service storage containers and other debris must be removed immediately to maintain the Facilities in a first class or tour-ready condition. In addition, all portable Equipment must be thoroughly cleaned before moving to storage areas.

K. UTILITIES

1. The City will provide HVAC, electricity, gas, and water service for the Caterer's operation. Caterer will utilize prudent energy management.
2. The cost of telephone service, excluding personal phone calls, shall be a Direct Operating Cost of the operation. All personal calls must be reimbursed on a monthly basis.
3. The Caterer will be responsible for bringing its trash and garbage from all Food Service areas to the designated dumpster or recycling areas.
4. The cost to repair or replace any utility service or lines due to Caterer's negligence shall be the Caterer's expense and not a Direct Operating Cost. Caterer shall take all precautionary

measures necessary to ensure that grease is not discharged into the sewers.

5. The Caterer is responsible for complying with all recycling rules, regulations and laws of the City and/or appropriate governmental bodies, and guidelines developed by the City.
6. The City shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.
7. The Caterer shall be responsible for any goods, merchandise or Equipment stored at the Facilities, and Caterer's insurance should cover any damages to Caterer's personal property resulting from a power failure, flood, fire, explosion and/or other causes.

L. INDEMNIFICATION AND RELEASE

1. **INDEMNIFICATION:** CATERER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS AND LIABILITY, INCLUDING DEFENSE COSTS, RELATING IN ANY WAY TO DAMAGES, CLAIMS OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CATERER'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE CATERER IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. CATERER FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND CATERER, WHETHER CATERER IS IMMUNE FROM LIABILITY OR NOT.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY THE CATERER TO INDEMNIFY AND PROTECT THE CITY FROM THE CITY'S OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.

THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF THE CATERER.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF THE CATERER UNDER THIS INDEMNITY PROVISION SHALL NOT EXCEED \$600,000 PER OCCURRENCE.

2. **RELEASE:** THE CATERER, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH AND DISCHARGE THE CITY OF HOUSTON, ITS

PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY OF HOUSTON FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS CONTRACT.

M. DEFAULT

1. The Agreement shall contain appropriate provisions defining events of default by the Caterer including, but not limited to, the following. If Caterer fails to perform, keep and observe any of the terms, covenants and conditions of the Agreement to be performed, kept or observed, such as failing to pay the correct amount of moneys due the City, the Director shall give the Caterer written notice of such default. If such default is not remedied or steps taken to remedy default to the satisfaction and approval of the Director within thirty (30) days of receipt of such notice by the Caterer, the Caterer may be declared in default, and all of its rights under the Agreement shall terminate. At the direction of the Director, the Caterer shall vacate the Facilities and shall have no right to further operate under the Agreement.
2. If Caterer fails to correct any potentially hazardous condition, the Director shall give written notice of such default. If such default is not remedied to the satisfaction and approval of the Director within twenty-four (24) hours of receipt of such notice by the Caterer, the Caterer may be declared in default, and all of its rights under the Agreement shall terminate.
3. If Caterer is placed into bankruptcy either voluntarily or by the courts, or becomes financially insolvent and unable to perform its duties under the Agreement, the Director may immediately place the Caterer in default, terminate the Agreement, and the Department will assume the Food Service operation of the Facilities under the Agreement.
4. Should the Caterer fail to obtain or maintain the necessary licenses and permits, including the Alcoholic Beverage Licenses, the Director may place the Caterer in default.
5. The Director may terminate the Agreement if the Caterer allows a lien to be placed on the Facilities for any work approved by or administered by the Caterer.
6. The Director may terminate the Agreement if the Caterer repeatedly fails to work cooperatively with the City or its Licensees and/or subcontractors.
7. The Director shall retain the right to terminate the Agreement if the Director is generally dissatisfied regarding Caterer's uncured performance, product, or services quality, based on customer surveys.
8. Any early termination of the Agreement as described above may be subject to a buyout of the Caterer's City-approved investment, if any.

N. ADDITIONS AND DELETIONS

The Director, by means of a written authorization to Caterer, may add or delete Facilities from this Agreement and any items or services provided by Caterer that are reasonably related to the scope of this Agreement. Written notification of the added or deleted Facilities, items or services shall take effect upon the Caterer's receipt of such notice or on such other day as specified therein.

Charges for additions to the Agreement, if any, shall be at Caterer's current rates, or at actual cost, subject to the mutual agreement of the Director and Caterer. Additions shall be included in Caterer's Direct Operating Costs and shall be reported in Caterer's financial statements to the City.

O. PHASE-IN/PHASE OUT SERVICES

1. CATERER'S PHASE-IN - Caterer must be prepared to accomplish a smooth and successful transition of Food Services and will have up to a thirty (30) day phase-in period. Caterer's phase-in period shall begin upon receipt of a start phase-in notice from the Director (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) or fewer days preceding the receipt of Notice to Proceed. **Caterer will not be paid for Pre-opening Expenses or start-up costs incurred during the phase-in period.** The incumbent caterer shall be responsible for performing the duties and services listed in its agreement during Caterer 's phase-in period. During the phase-in period, Caterer shall arrange to have necessary supervisory and other personnel on site to observe the operation of the Food Services. Caterer may use this phase-in period to recruit and transfer personnel, train personnel, arrange for uniforms, establish management procedures, set up records, ensure adequate Equipment is in place for Food Services, and otherwise prepare for the assumption of control without disruption of operations. During the phase-in period, it shall be the responsibility of Caterer to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Caterer shall have no responsibilities for performing the Food Services during the phase-in period. The phase-in period will end at commencement date of the Agreement, at which time Caterer shall assume full responsibility for the Food Services.
2. CATERER'S PHASE-OUT - Caterer recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide safe and pleasant convention and entertainment facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor caterer shall need phase-in training; and that Caterer must cooperate in order to effect an orderly and efficient transition.

Accordingly, Caterer shall be required to provide phase-out services for up to thirty (30) days prior to Agreement expiration to its successor caterer **at no extra charge to the City**. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include explanation of procedures, record keeping, reports, and procurement procedures, etc. Caterer shall be totally responsible for providing the services called for by the Agreement during its phase-out period. Caterer agrees to cooperate with its successor caterer in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Caterer agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Caterer obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

VI. BONDS AND INSURANCE

1. Proposal Check: A proposal bond in the amount of \$50,000 made payable to City of Houston, Texas, shall be submitted with the Proposer's original proposal, with the form attached as **Exhibit H**. A Proposer may demand the return of its bond any time after 180 days after the opening of proposals, unless Proposer has been notified of acceptance of its proposal. The bond of the successful Proposer shall be held until the delivery of the approved Agreement. The bond shall be retained by the City, as liquidated damages, if the successful Proposer fails to execute the Agreement after the award.
2. Caterer shall not commence any work under the Agreement until it has obtained all of the prescribed insurance and bonds, and such insurance and bonds have been approved by the City.
3. Performance Bond: The provisions of this paragraph shall survive the expiration or early termination of this Agreement. During the Agreement, Caterer shall maintain a performance bond in a form approved by the City Attorney in the amount of five hundred thousand dollars (\$500,000) payable to the City, in the event of default by the Caterer. See **Exhibit I**. Any surety providing such a bond must possess sufficient bonding capacity and appear on the current list published by the U.S. Treasury as having an underwriting limitation of at least the same amount as the performance bond. At its own expense, Caterer shall pay for performance bond and insurance expenses, which, when combined, exceed 1.5% of the Gross Receipts.
4. Required Insurance: During the term of the Agreement, Caterer shall obtain the following insurance coverage, which shall be kept in full force and effect continually and may be increased at the option of either party to meet the then current needs of the Facilities. The insurance coverage shall be directly attributable to this Agreement, and the premiums shall be at commercially reasonable rates applicable to a financially secure company.
 - a) Commercial General Liability Insurance (including contractual and products liability) and Automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The insurance must protect the Caterer and City from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Caterer's services hereunder or from or out of any negligent act or omission of Caterer, its officers, directors, agents or employees.
 - b) Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by the Caterer on behalf of the City.
 - c) Workers' Compensation Insurance as required by applicable law.
 - d) Employer's Liability Insurance with minimum limits of:
 - i) \$500,000 Each Accident—Bodily Injury by Accident
 - ii) \$1,000,000 Policy Limit—Bodily Injury by Disease
 - iii) \$500,000 Each Employee—Bodily Injury by Disease
 - e) Personal Property Insurance providing All Risk Coverage on a replacement basis for

the appropriate limit to cover all Caterer's personal property to include furniture, fixtures, equipment, inventory and any other personal property of the Caterer.

f) Umbrella or Excess Liability: additional \$10,000,000. Coverage is to apply to excess of Commercial General, Employer's, Alcoholic Beverage and Automobile Liability policies

g) Liquor Liability Policy: \$1,000,000 each occurrence

5. All such insurance required above shall be with companies and on forms acceptable to City and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to the City. All insurance shall be primary and not contributory. All insurance shall be written by companies with a BEST'S Key Rating Guide (Property-Casualty, United States) rating of B+ or better and a Best's Financial Size Category of Class VI or better. Certificates of insurance (or copies of policies, if required by the City) shall be furnished to the City, name the City as additional insured, and contain a waiver of subrogation. The additional insured requirement does not apply to Workers' Compensation or Blanket Employee Dishonesty.
6. Not later than thirty (30) days prior to the date on which coverage is to be provided hereunder, the Caterer shall furnish to the City a certificate evidencing the required coverage.
7. Waiver of Subrogation: Each insurance policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.

VII. REQUIRED FORMS

The documents/forms listed below must be downloaded from the City's website http://purchasing.houstontx.gov/solicitation_forms.htm

In addition to the other requirements in this Request for Proposal, the forms listed in Table 1 must be completed and submitted with your proposal to the Office of the City Secretary on or before the date and time proposals are due:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the proposal. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful Proposer:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
M/WBE.doc

1. Local Minority/Women/Disadvantaged Businesses Enterprises Participation

Pursuant to City Council Motion No. 86-2204 passed August 5, 1986, each Proposer must agree that if awarded the contract, the Proposer will make good faith efforts to award subcontracts or purchase agreements of at least **15%** of Gross Receipts to M/W/DBE firms certified by the City's Affirmative Action Division. Evidence of agreement to make this Good Faith Effort must be included in the proposal. See [Exhibit K, "Goal Oriented Minority/Women/Disadvantaged Business Enterprise Requirements"](#) for complete documentation requirements.

2. City Contractor Ownership Disclosure Ordinance

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

Completion of [Exhibit M –“Affidavit of Ownership or Control”](#) will satisfy this requirement.

3. City of Houston Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. [Exhibit O](#) of this RFP describes the contract and documentation requirements relating to this ordinance.

4. Drug Detection and Deterrence Procedures for Contractors

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture,

distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer must certify to its compliance with this policy. [Exhibit L](#) contains the standard language which will be used in each contract for labor or services, and [Exhibit K](#) contains the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). The forms must be completed and returned prior to award.

5. Conflict of Interest

Proposer should submit the form attached as [Exhibit N](#), Conflict of Interest Questionnaire, with its proposal.

EXHIBIT A
FINANCIAL PROPOSAL FORM

**EXHIBIT A
FINANCIAL PROPOSAL FORM**

I, _____ (print name), authorized representative of _____ (print name of Proposer) have read and understood the terms and conditions of this request for proposal, _____ (have/have not) attended the pre-proposal meeting, have received addenda _____ (fill in addendum numbers), have made all necessary inspections of the proposed Facilities, agree to abide by all terms of this RFP and our attached proposal and agree to assume operations by **July 1, 2007**, if awarded the contract.

Financial Proposal

Caterer shall earn the following Management Fee and Incentive and invest the following amount in accordance with the proposal submitted herewith.

Year 1

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Year 2

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Year 3

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Year 4

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Year 5

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Option Year 1

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Option Year 2

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Option Year 3

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Option Year 4

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Option Year 5

Category	Amount With Value-Added Contributions	Amount Without Value-Added Contributions
Management Fee (must be no less than 80% of Total Compensation)	\$ _____	\$ _____
Incentive (must be no greater than 20% of Total Compensation)	_____% of Gross Receipts over \$ _____	_____% of Gross Receipts over \$ _____

Date _____

Authorized Signature _____

Signatory's Title _____

Proposer _____

Address _____

Corporation Partnership Joint Venture Sole Proprietorship

Incorporated in the State of _____.

Currently licensed to do business in the State of Texas Yes No

EXHIBIT B
PROJECTED SALES

Venue	Attendance	Concessions and Bars		Catering	Starbucks	Visitors Center	Sub Contractor Sales	Service Charges	Total Sales
GR Brown Convention Center	830,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jones Hall and Plaza	280,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miller Outdoor Theatre	175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wortham Theater Center	275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	1,560,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C
PROPOSAL FORM
OPERATING PRO FORMA

	2007-2008		2008-2009		2009-2010	
	\$	%	\$	%	\$	%
Sales						
GR Brown Convention Center Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
GR Brown Convention Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Concessions and Bar	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Starbucks	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Visitors Center	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Sales Total	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Other Income						
Sub Contracted Food	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Sub Contractor Payout	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Service Charges	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Service Charge Payout	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Other Income Total	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Gross Receipts	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Product Cost						
GR Brown Convention Center Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
GR Brown Convention Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Concessions and Bar	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%

Starbucks	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Visitors Center	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Product Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Payroll	2007-2008		2008-2009		2009-2010	
Management	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
GR Brown Convention Center Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
GR Brown Convention Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Jones Hall and Plaza Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Concessions and Bar	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Wortham Theater Center Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Concessions & Bars	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Miller Outdoor Theatre Catering	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Starbucks	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Visitors Center	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Vending	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Office	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Sales and Marketing	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Kitchen/Warehouse	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Training	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Taxes & Benefits	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Payroll	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%

Other Operating Expenses	2007-2008	2008-2009	2009-2010
Advertising & Classifieds	\$ 0.0%	\$ 0.0%	\$ 0.0%
Alarm	\$ 0.0%	\$ 0.0%	\$ 0.0%
Armored Car Service	\$ 0.0%	\$ 0.0%	\$ 0.0%
Audit Fees	\$ 0.0%	\$ 0.0%	\$ 0.0%
Bank Charges	\$ 0.0%	\$ 0.0%	\$ 0.0%
Bond Expense	\$ 0.0%	\$ 0.0%	\$ 0.0%
Brand Franchise/Royalty Fees	\$ 0.0%	\$ 0.0%	\$ 0.0%
Cleaning Supplies	\$ 0.0%	\$ 0.0%	\$ 0.0%
Credit Card Fees	\$ 0.0%	\$ 0.0%	\$ 0.0%
Dues/Subscriptions	\$ 0.0%	\$ 0.0%	\$ 0.0%
Entertainment	\$ 0.0%	\$ 0.0%	\$ 0.0%
Equipment Rental	\$ 0.0%	\$ 0.0%	\$ 0.0%
Flowers/Music	\$ 0.0%	\$ 0.0%	\$ 0.0%
Ice	\$ 0.0%	\$ 0.0%	\$ 0.0%
Laundry/Linen	\$ 0.0%	\$ 0.0%	\$ 0.0%
Marketing Accrual	\$ 3.0%	\$ 3.0%	\$ 3.0%
Menus	\$ 0.0%	\$ 0.0%	\$ 0.0%
Office Expenses	\$ 0.0%	\$ 0.0%	\$ 0.0%
Other	\$ 0.0%	\$ 0.0%	\$ 0.0%
Overages/Shortages	\$ 0.0%	\$ 0.0%	\$ 0.0%
Paper Supplies	\$ 0.0%	\$ 0.0%	\$ 0.0%
Pest Control	\$ 0.0%	\$ 0.0%	\$ 0.0%
Postage/Freight	\$ 0.0%	\$ 0.0%	\$ 0.0%
Printing	\$ 0.0%	\$ 0.0%	\$ 0.0%
Professional Fees	\$ 0.0%	\$ 0.0%	\$ 0.0%
Recruiting Expense	\$ 0.0%	\$ 0.0%	\$ 0.0%
Relocation Expense	\$ 0.0%	\$ 0.0%	\$ 0.0%
Repairs & Maintenance	\$ 0.0%	\$ 0.0%	\$ 0.0%

	2007-2008		2008-2009		2009-2010	
Replacements	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Sales and Marketing	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
TABC Tax	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Taxes and Licenses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Telephone	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Trash Removal	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Travel and Meals	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Uniforms	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Utilities	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Vehicle Expense	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Other Operating Expenses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Operating Profit	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Management Fee	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Incentive		0.0%		0.0%		0.0%
Contract Profit to City		0.0%		0.0%		0.0%
Annual Growth Rate		0.0%				

EXHIBIT D
HISTORIC FINANCIAL DATA

EXHIBIT E
HISTORIC EVENTS AND ATTENDANCE

HISTORIC ATTENDANCE

The chart below reflects the actual attendance by building, for fiscal years 2005 and 2006. Attendance for the first full year of the new agreement is projected to remain at these levels.

<u>FACILITY</u>	<u>ATTENDANCE</u>	
	<u>FY 2005</u>	<u>FY 2006</u>
GEORGE R. BROWN CONVENTION CENTER	708,316	829,473
JONES HALL	235,752	226,125
JONES PLAZA	99,127	49,342
MILLER OUTDOOR THEATRE	213,010	168,720
ROOT MEMORIAL SQUARE PARK	NO REVENUE PRODUCING EVENTS WHILE PARK WAS BEING RENOVATED	RECENTLY RENOVATED. NO REVENUE PRODUCING EVENTS YET
WORTHAM THEATER CENTER	294,241	269,112

In Date	Out Date	Event Name	Short Event Name	Booking Status Code	Attendance
7/13/2005	7/19/2005	AP National Conference	The College Board	Conv-Contracted	1,200
7/18/2005	7/26/2005	Bridal Extravaganza 7/2005	Bridal Extravaganza	Non-Conv-Contracted	9,336
7/25/2005	8/ 3/2005	2005 Trampoline & Tumbling Nat	Trampoline & Tumblin	Conv-Contracted	1,000
7/27/2005	7/31/2005	TX Assn of Mexican American Ch	TAMACC	Conv-Contracted	400
7/10/2005	7/14/2005	IRS Nationwide Tax Forum	IRS Tax Forum	Conv-Contracted	1,200
7/ 7/2005	7/11/2005	Hunt-Arama Expo	S.H.O.O.T.	Non-Conv-Contracted	2,129
7/14/2005	7/14/2005	HFD Promotional Exam	HFD Promotional Exam	Non-Conv-Contracted	125
7/ 2/2005	7/ 2/2005	Asian American Network Against	Asian Amer Network A	Non-Conv-Contracted	300
7/ 8/2005	7/ 9/2005	Adventurera "El Musical"	Alegria Promotions	Non-Conv-Contracted	2,000
7/25/2005	7/28/2005	Texas Bar Exam	TX Bar Exam	Non-Conv-Contracted	822
7/20/2005	7/20/2005	The Showcase of All-Stars	Showcase of All-Star	Non-Conv-Contracted	3,000
7/14/2005	7/14/2005	First Quarterly Stakeholders M	Quarterly Stakeholde	Non-Conv-Contracted	300
7/25/2005	7/27/2005	Connectional Lay Org. for the	Connectional Lay Org	Conv-Contracted	2,000
8/ 5/2005	8/15/2005	2005 Great American Fall Marke	Handy Hardware	Conv-Contracted	1,500
8/19/2005	8/26/2005	Summer NAPE 2005	AAPL	Conv-Contracted	2,500
8/ 3/2005	8/ 7/2005	Texas Trophy Hunters Extravaga	Texas Trophy Hunters	Non-Conv-Contracted	10,761
8/18/2005	8/21/2005	8/05 High Caliber Gun & Knife	High Caliber	Non-Conv-Contracted	5,159
8/16/2005	8/22/2005	Houston Home Show	Intl Exhibitions Inc	Non-Conv-Contracted	8,048
8/11/2005	8/14/2005	TRI-STAR Collectors Show 8/05	TRI-STAR Productions	Non-Conv-Contracted	3,613
8/19/2005	8/21/2005	India Fest 2005	India Culture Center	Non-Conv-Contracted	3,000
8/26/2005	8/27/2005	Janmastami Celebration	Shri Meenaxi Temple	Non-Conv-Contracted	4,500
8/19/2005	8/20/2005	Steve Francis Foundation's Sum	Steve Francis Summer	Non-Conv-Contracted	500
8/ 8/2005	8/ 9/2005	Texas Building & Construction	TX Bldg & Constructi	Non-Conv-Contracted	125
8/ 7/2005	8/ 8/2005	Mechanical Equipment Roundtabl	Chevron MERT	Conv-Contracted	70
8/ 8/2005	8/11/2005	Aramark Mission One Meeting	Aramark Mission One	Non-Conv-Contracted	400
8/ 6/2005	8/ 7/2005	Car Show & Concert	Car Show & Concert	Non-Conv-Contracted	3,208
8/ 5/2005	8/ 7/2005	ARAMARK - Alpha Phi Alpha 99th	ARA-Alpha Phi Alpha	Non-Conv-Contracted	800
8/31/2005	8/31/2005	Houston Oil & Gas Job Fair	Targeted Job Fair	Non-Conv-Contracted	3,500
8/18/2005	8/18/2005	Enterprise Resource Planning P	ERP Project Kick-off	Non-Conv-Contracted	300
8/26/2005	8/26/2005	Aramark Minority & Women Match	Aramark Minority & W	Non-Conv-Contracted	75
9/ 2/2005	9/20/2005	Hurricane Katrina Relief Effor	Hurricane Katrina	Non-Conv-Contracted	39,000
9/29/2005	10/2/2005	Trinity Fall 2005 Leadership	Trinity Motivation	Conv-Contracted	3,150
9/21/2005	10/14/2005	Hurricane Rita Relief Efforts	Hurricane Rita	Non-Conv-Contracted	6,000
10/17/2005	10/24/2005	International Quilt Market	Int'l Quilt Market	Conv-Contracted	15,207
10/17/2005	10/22/2005	Soc of Naval Architects & Mari	Soc Naval Architects	Conv-Contracted	683
10/5/2005	10/8/2005	Tissue Sparing Treat. of Degen	Institute of Orthope	Non-Conv-Contracted	250
9/30/2005	10/6/2005	Invensys User Conference	Invensys User Conf.	Conv-Contracted	900
10/7/2005	10/8/2005	5th Annual Buddy Walk 2005	Buddy Walk 2005	Non-Conv-Contracted	850
10/7/2005	10/10/2005	Global Congress of Black Women	Global Congress of B	Conv-Contracted	50
10/15/2005	10/16/2005	33rd Annual Houston Bicycle Mo	BikeHouston Moonligh	Non-Conv-Contracted	2,000
10/23/2005	10/31/2005	International Quilt Festival	Int'l Quilt Festival	Conv-Contracted	29,793
10/12/2005	10/14/2005	Valero Energy 25th Anniversary	Valero Gala	Non-Conv-Contracted	2,100
10/25/2005	10/27/2005	MLB Pre-Game Party	MLB Pre-Game Party	Non-Conv-Contracted	1,000
10/5/2005	10/7/2005	Destination Occupation Regionw	Dest Occup Job Fair	Non-Conv-Contracted	8,000
10/31/2005	10/31/2005	Housing & Community Developmen	Kick Off Meeting	Non-Conv-Contracted	600
10/24/2005	10/28/2005	Astros Post Game Party	Astros Post Game Par	Non-Conv-Contracted	1,000
10/21/2005	10/28/2005	Houston Habitat for Humanity	Habitat for Humanity	Non-Conv-Contracted	1,000
11/13/2005	11/21/2005	68th Biennial Convention	Union for Reform Jud	Conv-Contracted	5,000
11/1/2005	11/14/2005	SEG International Exposition &	SEG	Conv-Contracted	9,753
11/10/2005	11/13/2005	Family, Career & Community Lea	FCCLA	Conv-Contracted	1,500
11/16/2005	11/21/2005	Houston Chronicle Snowfest 200	Events Mktg & Mgmt	Non-Conv-Contracted	1,768

11/5/2005	11/5/2005	2005 Houston Regional Cheer: D	American Spirits Cha	Non-Conv-Contracted	492
11/10/2005	11/13/2005	11/05 High Caliber Gun & Knife	High Caliber	Non-Conv-Contracted	4,693
11/18/2005	11/19/2005	Cheer America Championship	Cheer America	Non-Conv-Contracted	5,000
11/24/2005	11/24/2005	Thanksgiving Feast 2005	City Wide Club of Cl	Non-Conv-Contracted	7,600
11/3/2005	11/6/2005	Easy Riders Custom Motorcycle	Action Promotions	Non-Conv-Contracted	3,642
11/1/2005	11/1/2005	Chamberlain, Hrdlicka -2005 Ta	Chamberlain, Hrdlick	Non-Conv-Contracted	411
11/11/2005	11/12/2005	Best Practices in Primary Care	Primary Care Network	Non-Conv-Contracted	456
11/19/2005	11/27/2005	46th Annual O'Reilly Auto Part	Autorama Show	Non-Conv-Contracted	30,017
11/20/2005	11/24/2005	Thanksgiving Float Preparation	Thanksgiving Float P	Non-Conv-Contracted	500
11/7/2005	11/9/2005	November Joint Election 2005	Nov. Elections 2005	Non-Conv-Contracted	500
11/8/2005	11/8/2005	HFD Senior Inspector Exam	HFD Senior Inspector	Non-Conv-Contracted	60
11/9/2005	11/11/2005	Tort Litigation Meeting	Tort Litigation Meet	Conv-Contracted	130
10/31/2005	11/3/2005	Hispanic Alliance for Career E	Hisp Alliance Career	Conv-Contracted	700
11/21/2005	11/21/2005	HPD Deputy Admin Indentificati	HPD Exam	Non-Conv-Contracted	7
11/10/2005	11/13/2005	The Worklife Institute Confere	The Worklife Institu	Conv-Contracted	60
11/28/2005	11/30/2005	Houston Minority Business Expo	Houston Minority Bus	Non-Conv-Contracted	3,200
11/12/2005	11/12/2005	One Chance Basketball Tourname	One Chance Basketbal	Non-Conv-Contracted	300
12/1/2005	12/4/2005	K-12 US Chess Tournament	US Chess Federation	Conv-Contracted	2,000
12/1/2005	12/3/2005	2005 Pri-Med Updates	M/C Communications	Non-Conv-Contracted	750
12/29/2005	1/ 1/2006	12/05 High Caliber Gun & Knife	High Caliber Gun & K	Non-Conv-Contracted	6,482
12/23/2005	12/25/2005	Christmas Celebration	VN Catholic Assn.	Non-Conv-Contracted	4,000
12/24/2005	12/24/2005	Christmas Feast 2005	City Wide Clubs	Non-Conv-Contracted	7,600
12/16/2005	12/17/2005	Toys for the Kids 2005	CW Sheila J. Lee	Non-Conv-Contracted	1,500
12/9/2005	12/10/2005	UNCF Black Tie Gala	UNCF	Non-Conv-Contracted	850
12/12/2005	12/13/2005	Senior Citizens Annual Gala Ba	C.A.R.E., Inc.	Non-Conv-Contracted	2,100
12/2/2005	12/3/2005	Chartered Financial Analyst Ex	CFA Exam	Non-Conv-Contracted	396
12/9/2005	12/11/2005	Holiday Championship	Am Cheer Power	Non-Conv-Contracted	7,154
12/4/2005	12/9/2005	Damage Prevention Convention &	Cygnus Expositions	Conv-Contracted	800
12/7/2005	12/12/2005	Abilities Expo/Texas	Abilities Expo/Texas	Non-Conv-Contracted	4,000
12/2/2005	12/5/2005	Asociacion Guadalupe-Catholic	Asociacion Guadalupe	Non-Conv-Contracted	3,715
12/10/2005	12/16/2005	Pancho Claus Navidad 2005	MECA	Non-Conv-Contracted	300
12/10/2005	12/11/2005	Tiempo de Restauracion	Tiempo de Restauraci	Non-Conv-Contracted	3,600
12/6/2005	12/6/2005	Oil & Gas Industry Job Fair	Oil & Gas Industry J	Non-Conv-Contracted	400
12/10/2005	12/26/2005	Texas Dawah 2005 Annual Conven	TX Dawah Annual Conv	Conv-Contracted	5,000
12/9/2005	12/11/2005	December Run-off Election 2005	Dec. Elections 2005	Non-Conv-Contracted	500
12/15/2005	12/18/2005	GE Energy Holiday Party	GE Holiday Party	Non-Conv-Contracted	950
12/5/2005	12/5/2005	Bike Building Competition	Bike Building Compet	Non-Conv-Contracted	375
12/17/2005	12/17/2005	Southwest Cowboys Banquet - AR	Southwest Cowboys Ba	Non-Conv-Contracted	275
12/9/2005	12/16/2005	34th Turbomachinery Symposium	Turbomachinery Lab	Conv-Contracted	3,000
12/2/2005	12/3/2005	Intercontinental Martial Arts	UMA Chois TKD Inst.	Non-Conv-Contracted	1,800
12/6/2005	12/6/2005	Senior Holiday Party & Pageant	Senior Holiday Party	Non-Conv-Contracted	1,200
12/7/2005	12/7/2005	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	660
12/2/2005	12/3/2005	2005 Blue Santa Bicycle Build	Blue Santa Bicycle	Non-Conv-Contracted	40
12/6/2005	12/6/2005	Downtown Park Breakfast	Central Houston, Inc	Non-Conv-Contracted	70
12/10/2005	12/10/2005	Mayor's Ministers Breakfast	Mayor's Minister Bre	Non-Conv-Contracted	200
12/8/2005	12/8/2005	Professional Services Forum	Professional Service	Non-Conv-Contracted	75
12/10/2005	12/10/2005	Katrina Town Hall Meeting	Katrina Town Hall Me	Non-Conv-Contracted	500
12/14/2005	12/14/2005	Mayor's Energy Roundtable	Mayor's Energy Round	Non-Conv-Contracted	50
12/11/2005	12/11/2005	Children's Christmas Party	Children's Christmas	Non-Conv-Contracted	300
1/10/2006	1/16/2006	2006 Houston Marathon	Houston Marathon	Conv-Contracted	30,000
1/10/2006	1/21/2006	Sysco 2006 Winter Merchandisin	Sysco Winter Merchan	Conv-Contracted	1,500
1/27/2006	2/ 7/2006	NA Prospect Expo 2006	Am Assn Prof Landmen	Conv-Contracted	5,000

1/23/2006	1/29/2006	2006 Pri-Med Southwest	Pri-Med	Conv-Contracted	5,200
1/20/2006	1/25/2006	Sysco 2006 Sr. Distribution Ma	Sysco Corporation	Conv-Contracted	2,000
1/19/2006	1/22/2006	TRI-STAR Collectors Show 1/06	TRI-STAR Productions	Non-Conv-Contracted	4,102
1/ 5/2006	1/ 8/2006	Bridal Extravaganza 1/2006	Bridal Extravaganza	Non-Conv-Contracted	13,421
1/27/2006	1/30/2006	S.P.U.M Church Centennial Wors	St. Paul's Methodist	Non-Conv-Contracted	1,100
1/ 5/2006	1/ 8/2006	Houston Cat Club 54th Annual C	Houston Cat Club	Non-Conv-Contracted	2,757
1/15/2006	1/16/2006	North Houston Frontier MLK Bre	ARAMARK	Non-Conv-Contracted	825
1/20/2006	1/21/2006	2nd Annual College Preparatory	Linda Lorelle Schola	Non-Conv-Contracted	2,000
1/ 5/2006	1/ 8/2006	2006 National Judges Cup Gymna	Gymnastics Invitatio	Conv-Contracted	1,018
1/ 5/2006	1/14/2006	Berlex Laboratories 2006 Natio	Berlex '06 Natl POA	Conv-Contracted	1,000
1/ 5/2006	1/ 8/2006	World's Greatest Hobby on Tour	Worlds Greatest Hobb	Non-Conv-Contracted	33,395
1/12/2006	1/16/2006	US Fencing Association NAC Div	US Fencing Associati	Conv-Contracted	1,000
1/22/2006	1/22/2006	Free Tax Preparation Day	COH-Mayor's Office	Non-Conv-Contracted	100
1/11/2006	1/11/2006	HFD Captain Exam	HFD Captain Exam	Non-Conv-Contracted	502
1/16/2006	1/23/2006	Handy Hardware - 2006 Great Am	Handy Hardware, Inc.	Conv-Contracted	2,500
1/17/2006	1/22/2006	49th Annual: The Money Show of	Greater Hous. Coin	Non-Conv-Contracted	3,775
1/27/2006	1/28/2006	Medicare Informational Seminar	Medicare Information	Non-Conv-Contracted	20,000
1/25/2006	1/25/2006	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	650
1/19/2006	1/19/2006	Second Quarterly Stakeholder's	Quarterly Stakeholde	Non-Conv-Contracted	400
1/15/2006	1/15/2006	MDE Latino	Maldonado Enterprise	Non-Conv-Contracted	2,900
1/19/2006	1/20/2006	ExxonMobil	ExxonMobil	Non-Conv-Contracted	2,900
1/24/2006	1/24/2006	CMC Reception	CMC Reception	Non-Conv-Contracted	500
1/27/2006	1/27/2006	KW Computer Training	KW Computer Training	Non-Conv-Contracted	480
1/13/2006	1/14/2006	NAS Managing People Seminar	NAS Managing People	Non-Conv-Contracted	65
1/ 9/2006	1/11/2006	Islamic Society of Greater Hou	Islamic Society-Hous	Non-Conv-Contracted	5,000
1/ 6/2006	1/ 6/2006	Jarvis Johnson Inaugural	Jarvis Johnson Inaug	Non-Conv-Contracted	400
1/25/2006	1/25/2006	HAS Corporate Conference	HAS Corp. Conference	Non-Conv-Contracted	128
2/21/2006	2/25/2006	2006 US Youth Adidas Workshop	US Youth Soccer	Conv-Contracted	2,300
2/ 7/2006	2/23/2006	NBA All-Star Jam Session	NBA	Conv-Contracted	50,000
2/27/2006	3/ 9/2006	Natl College Stores - CAMEX 20	Natl College Stores	Conv-Contracted	6,500
2/27/2006	3/ 6/2006	Spring Antique Show 2006	HADA	Non-Conv-Contracted	3,726
2/28/2006	3/ 1/2006	Association for Corporate Grow	Assn for Corp Growth	Conv-Contracted	950
2/ 5/2006	2/ 8/2006	Annual Glazier Food Show	Glazier Foods Co.	Non-Conv-Contracted	1,900
2/23/2006	2/26/2006	National 2006 Championship	Cheer America	Non-Conv-Contracted	8,406
2/26/2006	3/ 6/2006	31st Annual Fishing Show	Fishing Show Ltd.	Non-Conv-Contracted	6,200
2/ 9/2006	2/12/2006	Mardi Gras Ball	Krewe of Olympus TX	Non-Conv-Contracted	850
2/ 3/2006	2/ 4/2006	HHF - 20th Annual Career & Edu	Hou Hispanic Forum	Non-Conv-Contracted	7,000
2/ 6/2006	2/ 7/2006	HISD 2006 State of the School	HISD State of the Sc	Non-Conv-Contracted	1,890
2/24/2006	2/26/2006	Corvette Expo 2006	Corvette Promotions	Non-Conv-Contracted	3,473
2/27/2006	2/28/2006	Career Connections 2006 Job Fa	Career Connections	Non-Conv-Contracted	5,400
2/15/2006	2/20/2006	NBA Players Assn - All Star Ga	NBA Players Assn	Non-Conv-Contracted	7,000
2/13/2006	2/19/2006	2006 All-Star Week Explosion	Black Heritage Socie	Non-Conv-Contracted	500
2/17/2006	2/18/2006	Athletes in Actions - All-Star	Athletes in Actions	Non-Conv-Contracted	700
2/28/2006	2/28/2006	Housing & Community Developmen	Housing & Comm Mtg.	Non-Conv-Contracted	125
2/ 5/2006	2/ 8/2006	NBA Jam Session Merchandise St	NBA Jam Session	Non-Conv-Contracted	0
3/20/2006	3/31/2006	Coors Brewing Co. 2006 Distrib	Coors Brewing Co.	Conv-Contracted	2,550
3/10/2006	3/23/2006	Annual Spring Meeting	True Value Company	Conv-Contracted	9,000
3/ 9/2006	3/12/2006	Cross Court Classic	Houston Volleyball	Conv-Contracted	2,000
3/ 4/2006	3/12/2006	NHIA 15th Annual Conference	Natl Home Infusion A	Conv-Contracted	1,200
3/ 7/2006	3/10/2006	2006 RCA Annual Conference & T	Research Chef's Assn	Conv-Contracted	800
3/31/2006	4/ 1/2006	Pantene Total You Tour	Pantene Total You To	Non-Conv-Contracted	886
3/23/2006	3/25/2006	46th Annual Science & Engineer	Science Eng Fair	Non-Conv-Contracted	1,000

3/31/2006	4/ 3/2006	National College Recruitment F	Nat'l Assn for Colle	Non-Conv-Contracted	700
3/11/2006	3/12/2006	La Feria de la Mujer 2006	La Feria de la Mujer	Non-Conv-Contracted	6,000
3/10/2006	3/12/2006	Houston National Invitational	Jewish Comm. Center	Non-Conv-Contracted	2,377
3/23/2006	3/23/2006	Oil & Gas Industry Job Fair	Targeted Job Fair	Non-Conv-Contracted	700
3/31/2006	4/ 1/2006	Harris County Medical Soc '06	Harris County Medica	Non-Conv-Contracted	250
3/21/2006	3/21/2006	HFD District Chief Exam	HFD Exam	Non-Conv-Contracted	73
3/ 6/2006	3/ 8/2006	Harris Co Democratic & Republi	Harris County	Non-Conv-Contracted	500
3/ 8/2006	3/ 8/2006	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	700
3/30/2006	3/30/2006	HFD Certified Paramedic/Fire T	HFD Exam	Non-Conv-Contracted	100
3/ 4/2006	3/ 5/2006	The Rockets Blacktop Battle	Houston Rockets	Non-Conv-Contracted	500
4/20/2006	5/ 1/2006	TX Library Assn. 2006 Annual C	TX Library Assn	Conv-Contracted	5,000
4/ 4/2006	4/13/2006	Am Assn Petroleum Geologist 20	Am Assn Petro. Geolo	Conv-Contracted	8,900
4/19/2006	4/23/2006	2006 USA Judo Senior Nat'l Cha	Houston Intl Sports	Non-Conv-Contracted	2,200
3/30/2006	4/ 9/2006	2006 Billiard Congress of Amer	Billiard Congress of	Conv-Contracted	5,500
4/14/2006	4/22/2006	Greater Hou. Dental Society 20	G. Hou. Dental Soc	Conv-Contracted	7,450
4/14/2006	4/15/2006	Central TX Leadership Training	Central TX Leadershi	Conv-Contracted	4,000
4/17/2006	4/24/2006	Houston Home Show	Houston Home Show	Non-Conv-Contracted	5,100
4/17/2006	4/18/2006	Houston CIO Executive Summit	Hou CIO Exec Summit	Non-Conv-Contracted	1,000
4/19/2006	4/25/2006	Expo Comida Latina & Fiesta La	Diversified Bus. Com	Non-Conv-Contracted	4,000
4/11/2006	4/13/2006	HAA Education Conference & Tra	Hou. Apartment Assn	Non-Conv-Contracted	3,500
4/23/2006	4/24/2006	Mother Daughter Luncheon & Sen	St. Agnes Academy	Non-Conv-Contracted	1,250
3/23/2006	4/ 5/2006	Government Procurement Connect	COH-Affirmative Acti	Non-Conv-Contracted	1,500
4/27/2006	4/30/2006	4/2006 High Caliber Gun & Knif	4/2006 High Caliber	Non-Conv-Contracted	3,454
4/19/2006	4/20/2006	City of Houston Health Fair	COH Health Fair	Non-Conv-Contracted	2,000
4/28/2006	4/29/2006	Prairie View A&M University-Ce	Prairie View A&M Uni	Non-Conv-Contracted	1,200
4/ 7/2006	4/ 7/2006	Olhausen Billiards-22nd Annual	Olhausen Appr Dinner	Non-Conv-Contracted	500
4/26/2006	4/26/2006	2nd Annual Administrative Prof	Admin. Prof Conf.	Non-Conv-Contracted	120
3/25/2006	3/25/2006	Youth Rules Rally and Job Fair	Youth Rules Rally an	Non-Conv-Contracted	5,000
4/28/2006	5/ 3/2006	11th Annual USMA Educational C	Utility Supply Mgmt	Conv-Contracted	340
4/28/2006	4/29/2006	NAS Creative Alliances	NAS Creative Allianc	Non-Conv-Contracted	65
5/ 5/2006	5/ 6/2006	Citizen Congress	Blueprint Houston	Non-Conv-Contracted	1,000
4/10/2006	4/12/2006	Harris County Democratic/Repub	Harris County	Non-Conv-Contracted	500
4/28/2006	4/29/2006	3rd Annual Rise & Shine 5K Wal	Rise School of Houst	Non-Conv-Contracted	480
4/26/2006	4/30/2006	USA Team Handball National Cha	HCHSA	Conv-Contracted	5,000
4/13/2006	4/13/2006	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	350
4/13/2006	4/13/2006	ERP Super User Kick-off Meetin	ERP Super User Kick-	Non-Conv-Contracted	140
4/14/2006	4/14/2006	Vince Young Project	Vince Young Project	Non-Conv-Contracted	20
4/26/2006	4/26/2006	Mayor's Landlord Meeting	Mayor's Landlord Mtg	Non-Conv-Contracted	1,000
5/ 1/2006	5/ 8/2006	2006 Educational Showcase & Ex	TX Medical Assn	Conv-Contracted	3,000
5/17/2006	5/20/2006	2006 Enterprise Rent-A-Car Bus	Enterprise Rent A Ca	Conv-Contracted	900
5/28/2006	5/28/2006	HISD Commencement Exercise 200	HISD	Non-Conv-Contracted	5,000
5/20/2006	5/20/2006	So. TX College of Law Commence	So. TX College Law	Non-Conv-Contracted	3,600
5/12/2006	5/12/2006	TSU Hooding Ceremony	TSU School of Law	Non-Conv-Contracted	1,800
5/27/2006	5/27/2006	UTHSC Commencement Exercise 20	UTHSC Med School	Non-Conv-Contracted	2,500
5/18/2006	5/18/2006	HISD- Teachers Recognition Ban	HISD-Teachers Recogn	Non-Conv-Contracted	1,800
5/18/2006	5/22/2006	Houston Black Expo	Houston Black Expo F	Non-Conv-Contracted	1,873
5/26/2006	5/30/2006	Alief 2006 Commencement Exerci	Alief I.S.D. Commenc	Non-Conv-Contracted	22,500
5/ 3/2006	5/ 8/2006	2006 Houston Flower & Plant Ex	Hou Flower & Plant	Non-Conv-Contracted	875
5/16/2006	5/17/2006	Harris County Youth & Family S	Youth & Family Conf	Non-Conv-Contracted	550
5/ 4/2006	5/ 5/2006	UTHSC School Nursing 2005 Comm	UTHSC School Nursing	Non-Conv-Contracted	1,600
5/ 4/2006	5/ 7/2006	Friends Houston Library- 2006	Annual Book Sales	Non-Conv-Contracted	3,500
5/ 4/2006	5/ 8/2006	Lone Star Regionals	Lone Star Regionals	Conv-Contracted	3,200

5/12/2006	5/14/2006	Cinco de Mayo Celebration	Cinco de Mayo Celebr	Non-Conv-Contracted	12,000
5/23/2006	5/26/2006	International Air Cargo Confer	Air Transp Mkt Assn.	Conv-Contracted	300
5/ 8/2006	5/10/2006	Global Classrooms: Hous. Model	United Nations Assn	Non-Conv-Contracted	850
5/ 6/2006	5/ 8/2006	Lucas Beauty Fest	Lucas Exclusive	Non-Conv-Contracted	1,200
5/21/2006	5/21/2006	MDE Latino	Maldonado Enterprise	Non-Conv-Contracted	2,900
5/12/2006	5/13/2006	Substance Abuse Conference- Ho	Substance Abuse Conf	Non-Conv-Contracted	1,100
5/30/2006	5/30/2006	Hurricane Preparedness Confere	Hurricane Preparedne	Non-Conv-Contracted	1,100
5/18/2006	5/20/2006	Nat Coalition of Asian Pacific	Asian Pacific Americ	Non-Conv-Contracted	200
5/24/2006	5/26/2006	HSPVA Commencement Exercise 20	HSPVA Commencement	Non-Conv-Contracted	2,500
5/18/2006	5/21/2006	TRI-STAR Collectors Show 5/06	TRI-STAR Productions	Non-Conv-Contracted	3,337
6/ 7/2006	6/10/2006	Expo Comercio	Camara de Empresario	Non-Conv-Contracted	250
6/12/2006	6/13/2006	City Wide Club Job Fair	City Wide Club Job F	Non-Conv-Contracted	900
5/ 9/2006	5/10/2006	CenterPoint Energy Employee Co	CenterPoint Energy	Non-Conv-Contracted	550
5/30/2006	5/31/2006	CenterPoint Energy Employee Co	CenterPoint Energy	Non-Conv-Contracted	550
5/13/2006	5/13/2006	Deed Restriction Seminar	Deed Restriction Sem	Non-Conv-Contracted	150
5/25/2006	5/25/2006	HPD Promotional Exam	HPD Promotional Exam	Non-Conv-Contracted	40
5/ 4/2006	5/ 5/2006	ABB Automation World 2006	ABB	Conv-Contracted	1,200
5/ 3/2006	5/ 3/2006	HFD Entrance Exam	HFD Entrance Exam	Non-Conv-Contracted	600
5/ 8/2006	5/ 8/2006	ABB Automation World 2006	ABB	Conv-Contracted	1,200
5/ 9/2006	5/ 9/2006	Public Meeting	Public Meeting	Non-Conv-Contracted	100
5/17/2006	5/17/2006	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	612
5/ 1/2006	5/ 2/2006	Culture Arts Council Town Meet	Culture Arts Council	Non-Conv-Contracted	45
5/ 8/2006	5/ 8/2006	Media Brown Bag Luncheon	Brown Bag Luncheon	Non-Conv-Contracted	30
5/ 5/2006	5/ 6/2006	CHIP/ Medicaid Enrollment Town	CHIP Town Hall Mtg.	Non-Conv-Contracted	350
6/ 4/2006	6/ 8/2006	26th Annual Intl Operating Con	Ind Liquid Terminals	Conv-Contracted	3,490
6/19/2006	6/28/2006	Southwest Food Service Expo 20	TX Restaurant Assn	Conv-Contracted	18,000
6/18/2006	6/21/2006	Institute of Internal Auditors	Institute of Interna	Conv-Contracted	500
6/ 2/2006	6/ 3/2006	Chartered Financial Analyst Ex	CFA Exam	Non-Conv-Contracted	522
6/ 1/2006	6/ 4/2006	6/06 High Caliber Gun & Knife	High Caliber	Non-Conv-Contracted	4,971
6/21/2006	6/25/2006	Team Nu Vision Annual Conferen	Team Nu Vision	Conv-Contracted	7,500
6/12/2006	6/17/2006	Redeemed Christian Church of G	Redeemed Christian C	Conv-Contracted	8,000
6/20/2006	6/28/2006	US-Arab Economic Forum	US-Arab Economic For	Conv-Contracted	850
6/16/2006	6/17/2006	Real Estate/Home Buyers Fair	Real Estate/Home Buy	Non-Conv-Contracted	2,000
6/15/2006	6/15/2006	HFD Communication Captain Exam	HFD Exam	Non-Conv-Contracted	25
6/10/2006	6/10/2006	Transport Worker Union Health	Transport Worker Hea	Non-Conv-Contracted	75
6/15/2006	6/17/2006	MPI Awards Banquet	MPI Awards Banquet	Non-Conv-Contracted	200
6/13/2006	6/13/2006	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	300
6/ 3/2006	6/ 3/2006	Don Stewart Meeting	Don Stewart Meeting	Non-Conv-Contracted	300
6/ 3/2006	6/ 3/2006	Hilton Employee Picnic	Hilton Employee Picn	Non-Conv-Contracted	500
6/29/2006	7/ 1/2006	2006 Essence of a Woman Gospel	Gospel Brunch	Non-Conv-Contracted	5,000
6/ 8/2006	6/ 9/2006	Annual Intl Business Opportuni	Annual Intl Business	Non-Conv-Contracted	150
6/24/2006	6/25/2006	Dia de la Familia	Dia de la Familia	Non-Conv-Contracted	2,500
6/16/2006	6/16/2006	Request for Qualification (RFQ	Request for Qualific	Non-Conv-Contracted	200
6/28/2006	7/ 3/2006	North American Bengali Confere	Tagore Society of Ho	Conv-Contracted	3,000
6/30/2006	7/ 9/2006	Church of God in Christ - 2006	COGIC 2006 AIM Conv	Conv-Contracted	15,000
6/30/2006	7/ 5/2006	Grown & Sexy	Grown & Sexy	Non-Conv-Contracted	300
				Total	829,473

In Date	Out Date	Event Name	Short Event Name	Booking Status Code	Attendance
7/17/2004	7/17/2004	Access Control/Locksmith Texas	Controlled Products	Non-Conv-Contracted	300
7/29/2004	8/ 6/2004	2004 Annual Convention	Prog Natl Baptist	Conv-Contracted	3,500
7/20/2004	7/25/2004	Bridal Extravaganza 7/2004	Bridal Extravaganza	Non-Conv-Contracted	11,330
7/19/2004	7/25/2004	2004 Annual Convention	Discovery Toys	Conv-Contracted	1,200
7/29/2004	8/ 1/2004	07/04 Gun & Knife Show	High Caliber	Non-Conv-Contracted	4,147
7/26/2004	7/29/2004	Texas Bar Exam	TX Board Law Examine	Non-Conv-Contracted	896
7/19/2004	7/19/2004	Enron Employee Mtg	Enron	Non-Conv-Contracted	1,000
7/15/2004	7/15/2004	Divisional Function Equipment	COH-PWE	Non-Conv-Contracted	0
8/12/2004	8/24/2004	Nursery/Landscape Expo 2004	TNLA	Conv-Contracted	8,800
8/23/2004	9/ 1/2004	2004 Great American Fall Marke	Handy Hardware	Conv-Contracted	1,800
8/13/2004	8/14/2004	Tae Kwon Do Competition	UMA Chois TKD Inst.	Non-Conv-Contracted	1,800
8/ 4/2004	8/ 9/2004	Texas Trophy Hunters 2004	Texas Trophy Hunters	Non-Conv-Contracted	16,959
8/17/2004	8/23/2004	Houston Home Show	Int'l Exhibitions	Non-Conv-Contracted	7,481
8/25/2004	9/ 2/2004	Conferon 2004 Annual Mtg & Tra	Conferon Annual Mtg	Conv-Contracted	700
8/30/2004	8/30/2004	South Texas Star Team Mission	ARAMARK	Non-Conv-Contracted	500
8/26/2004	8/27/2004	Summer Fiesta Youth Job Forum	Steve Francis Founda	Non-Conv-Contracted	500
8/25/2004	8/25/2004	MWBE Program Anniversary & Tow	COH-Affirmative Acti	Non-Conv-Contracted	100
8/ 3/2004	8/ 3/2004	National Night Out Equipment R	COH-HPD	Non-Conv-Contracted	0
8/14/2004	8/15/2004	Project Popstar Auditions	Chocolate Bayou Fest	Non-Conv-Contracted	350
8/31/2004	8/31/2004	Project Popstar Grand Finale	Chocolate Bayou Fest	Non-Conv-Contracted	450
8/17/2004	8/19/2004	Executive Staff Retreat	COH-HPD	Non-Conv-Contracted	22
8/19/2004	8/19/2004	Chevron Texaco MWBE Opportunit	COH-Affirmative Acti	Non-Conv-Contracted	175
9/20/2004	10/1/2004	2004 SPE Annual Technical Conf	Soc Petroleum Eng	Conv-Contracted	10,000
9/ 8/2004	9/19/2004	26th Annual National Black MBA	Nat'l Black MBA Assn	Conv-Contracted	11,000
9/16/2004	9/23/2004	2004 ACI-NA Annual Conference	Airport Coun Intl-NA	Conv-Contracted	1,605
9/23/2004	9/25/2004	2004 Annual Convention	TX Mortgage Brokers	Conv-Contracted	1,500
9/30/2004	10/3/2004	Trinity Fall 2004 Leadership	Trinity Motivation	Conv-Contracted	3,000
9/13/2004	9/16/2004	AAPEX "AAPG Prospect & Propert	Am Assn Petro Geolog	Conv-Contracted	2,000
9/16/2004	9/24/2004	33rd Turbomachinery Symposium	Turbomachinery Lab	Conv-Contracted	3,200
9/16/2004	9/28/2004	2004 Theta Charity Antiques Sh	Theta Antiques Show	Non-Conv-Contracted	3,133
9/ 7/2004	9/ 9/2004	Expo 2004	Houston Minority Bus	Non-Conv-Contracted	2,500
9/20/2004	9/27/2004	Fall Antique Show 2004	Houston Antique Deal	Non-Conv-Contracted	3,756
9/ 3/2004	9/ 4/2004	Janmastami Celebration	Shri Meenaxi Temple	Non-Conv-Contracted	4,500
9/30/2004	10/6/2004	ASD/AMD's Houston Variety Merc	VNU, Inc.	Conv-Contracted	5,000
9/10/2004	9/11/2004	Neighborhood Connections Confe	COH-Planning & Devel	Non-Conv-Contracted	700
9/11/2004	9/11/2004	Baha'i Peace Dinner	Baha'i Peace Dinner	Non-Conv-Contracted	500
9/21/2004	9/21/2004	10th Annual Senior Citizens Pi	Sen. Mario Gallegos	Non-Conv-Contracted	770
9/10/2004	9/10/2004	Brownfield Workshop	COH-Mayor's Office	Non-Conv-Contracted	200
9/ 2/2004	9/ 2/2004	CMC Citywide Agency Fair Equip	COH-Human Resources	Non-Conv-Contracted	0
9/10/2004	9/13/2004	House of Fuller	Grupo de Colores	Non-Conv-Contracted	1,800
9/12/2004	9/12/2004	Rev. Lawson Retirement Dinner	ARAMARK	Non-Conv-Contracted	2,307
9/ 7/2004	9/ 7/2004	Entrance Exam	COH-HPD	Non-Conv-Contracted	650
8/31/2004	9/ 1/2004	YEO-Target Focus Training	Tellepsen Builders	Non-Conv-Contracted	25
9/12/2004	9/12/2004	Bahai Mtg	Greater Houston Baha	Non-Conv-Contracted	550
9/ 6/2004	9/ 7/2004	NASCAR/Waste Mgmt Press Confer	NASCAR/Waste Mgmt Pr	Non-Conv-Contracted	100
9/23/2004	9/23/2004	Firework Fallout Area	Firework Warehouse	Non-Conv-Contracted	0
9/29/2004	9/29/2004	Dow Chemical Company-Plastics	PGI Team Building	Non-Conv-Contracted	200
9/20/2004	9/20/2004	Departmental Meeting	Houston Police Offic	Non-Conv-Contracted	800
10/25/2004	11/8/2004	2004 Quilts Market & Festival	TX Quilts Assn	Conv-Contracted	32,623
10/23/2004	10/28/2004	SAE 2004 Conference	Soc Automotive Engr	Conv-Contracted	800
10/7/2004	10/19/2004	DEMA 2004 Show	Diving Equip & Mktg	Conv-Contracted	10,500

10/19/2004	10/24/2004	TSA 2004 Annual Convention & E	TX Soc of Architects	Conv-Contracted	1,400
10/18/2004	10/24/2004	TEAMS Conference & Expo	Schneider Publishing	Conv-Contracted	750
10/8/2004	10/11/2004	Religious Ceremony	Equestrian Order EOH	Conv-Contracted	1,000
10/8/2004	10/10/2004	2004 Celebrity Paws	Citizen Animal Prote	Non-Conv-Contracted	1,000
10/25/2004	10/26/2004	Stellar Award Press Conference	Stellar Award Press	Non-Conv-Contracted	350
10/21/2004	10/24/2004	10/04 Gun & Knife Show	High Caliber	Non-Conv-Contracted	4,071
10/25/2004	10/27/2004	Am Con (American Contract Manu	Olson Expo Mgmt.	Non-Conv-Contracted	400
10/22/2004	10/24/2004	True Blue Festival	500 Club of Houston	Non-Conv-Contracted	100
10/14/2004	10/18/2004	Houston Latino Book and Family	Nuestra Palabra	Non-Conv-Contracted	10,000
10/24/2004	10/25/2004	Corporate Challenge	JP Morgan Chase	Non-Conv-Contracted	4,100
10/28/2004	10/28/2004	2004 Freedom Fund Banquet	NAACP	Non-Conv-Contracted	740
9/30/2004	10/2/2004	Pharm-Med Updates	M/C Communications	Non-Conv-Contracted	410
10/23/2004	10/25/2004	Tiempo de Restauracion	Iglesia Restauracion	Non-Conv-Contracted	3,000
10/22/2004	10/23/2004	Phillip Wheatley Wedding	ARAMARK	Non-Conv-Contracted	140
10/30/2004	10/31/2004	32nd Annual Houston Bicycle Mo	BIKEHOUSTON	Non-Conv-Contracted	2,000
10/14/2004	10/14/2004	Highly Effective Questioning	Hannel Edu. Consulti	Non-Conv-Contracted	100
10/17/2004	10/17/2004	NDE Latino	Maldonado Enterprise	Non-Conv-Contracted	2,600
10/1/2004	10/4/2004	Runway for Life Equipment Rent	COH-Aviation	Non-Conv-Contracted	0
10/7/2004	10/7/2004	Firefighter Trainee Class #29-	COH - HFD	Non-Conv-Contracted	1,000
10/19/2004	10/21/2004	October Angelbeat Seminar	COH - IT	Non-Conv-Contracted	150
10/15/2004	10/16/2004	Cultural Festival	Gujarati Samaj of Ho	Non-Conv-Contracted	2,500
10/10/2004	10/10/2004	Power In Praise	Revite Social Servic	Non-Conv-Contracted	1,441
10/6/2004	10/6/2004	Exterior Video Shoot of "A Fam	Ronnie Kulwant Chadd	Non-Conv-Contracted	60
10/19/2004	10/21/2004	Long Term Value Creation Progr	Waste Management Mtg	Non-Conv-Contracted	185
10/5/2004	10/5/2004	30th Annual Fire Prevention Po	Houston Fire Museum	Non-Conv-Contracted	25
10/8/2004	10/11/2004	IAH Airport Appreciation Festi	COH-Aviation	Non-Conv-Contracted	0
10/26/2004	10/27/2004	AMCON/First Index Opening Day	First Index, Inc.	Non-Conv-Contracted	50
10/27/2004	10/27/2004	Carlson Wagonlit National Conv	Carlson Wagonlit	Non-Conv-Contracted	200
11/17/2004	11/22/2004	Houston Chronicle Snowfest 200	Events Mktg & Mgmt	Non-Conv-Contracted	4,076
11/25/2004	11/25/2004	Thanksgiving Feast 2004	City Wide Club of CI	Non-Conv-Contracted	7,600
11/23/2004	11/27/2004	2004 GLAD Conference	Christ Amb Youth Min	Conv-Contracted	5,000
11/16/2004	11/21/2004	2004 International Cat Show	Cat Fanciers' Assn.	Non-Conv-Contracted	4,250
11/9/2004	11/9/2004	2004 Tax Planning Seminar	Chamberlain, Hrdlick	Non-Conv-Contracted	411
11/14/2004	11/14/2004	American Spirits Championship	Amer Spirits Champ	Non-Conv-Contracted	3,000
11/20/2004	11/22/2004	Cheer America Championship	Cheer America	Non-Conv-Contracted	5,320
11/12/2004	11/15/2004	Prayer Service	Islamic Society-Hous	Non-Conv-Contracted	6,000
11/11/2004	11/15/2004	Easy Riders Custom Motorcycle	Action Promotions	Non-Conv-Contracted	7,954
11/17/2004	11/18/2004	State of State Luncheon	Greater Houston Part	Non-Conv-Contracted	600
11/20/2004	11/20/2004	Leadership Conference	Blueprint Houston	Non-Conv-Contracted	200
11/12/2004	11/22/2004	Shell Oil Downstream One Confe	Shell Oil Products	Conv-Contracted	500
11/19/2004	11/29/2004	Thanksgiving Day Float Prepara	Houston Festival Fou	Non-Conv-Contracted	300
12/2/2004	12/10/2004	LA Focus - Automotive Research	LA Focus	Non-Conv-Contracted	580
11/29/2004	11/29/2004	TIRZ Board Members Mtg	COH-Planning & Dev	Non-Conv-Contracted	150
11/10/2004	11/12/2004	HPL Job Fair	Houston Pub. Library	Non-Conv-Contracted	988
11/19/2004	11/19/2004	Fall Corporate Conference	COH-Aviation Dept.	Non-Conv-Contracted	125
11/12/2004	11/19/2004	Shell Oil International Event	Spectrum Catering	Non-Conv-Contracted	1,200
12/10/2004	12/12/2004	Cheerleading Competition	Am Cheer Power	Non-Conv-Contracted	9,386
12/23/2004	12/24/2004	Christmas Feast 2004	City Wide Clubs	Non-Conv-Contracted	7,000
12/2/2004	12/3/2004	Black Tie Gala	UNCF	Non-Conv-Contracted	775
12/17/2004	12/18/2004	Toys for the Kids 2004	CW Sheila J. Lee	Non-Conv-Contracted	1,500
12/3/2004	12/5/2004	Chartered Financial Analyst Ex	AIMR	Non-Conv-Contracted	680
12/19/2004	12/19/2004	Commencement Exercise	TX Woman's Univ	Non-Conv-Contracted	1,200

12/13/2004	12/14/2004	C.A.R.E. Senior Citizens Annu	C.A.R.E., Inc.	Non-Conv-Contracted	2,000
12/17/2004	12/17/2004	12/04 Commencement Exercise	Art Institute Housto	Non-Conv-Contracted	1,200
12/5/2004	12/5/2004	Catholic Worship	Asociacion Guadalupe	Non-Conv-Contracted	3,715
12/8/2004	12/9/2004	CM Quan-Senior Gala	COH - CM Quan	Non-Conv-Contracted	1,200
12/6/2004	12/6/2004	Bike Building Competition	Hotel & Motel Assn	Non-Conv-Contracted	250
12/18/2004	12/18/2004	Battle of the Council Offices	COH - CM Khan	Non-Conv-Contracted	1,000
12/23/2004	12/24/2004	Christmas Eve Celebration	VN Catholic Assn.	Non-Conv-Contracted	4,500
12/16/2004	12/16/2004	Firefighter Trainee Class #24-	COH - HFD	Non-Conv-Contracted	1,000
12/10/2004	12/10/2004	Hariston Business Holiday Rece	ARAMARK	Non-Conv-Contracted	50
12/7/2004	12/7/2004	Firefighter Entrance Examinati	COH-HFD	Non-Conv-Contracted	600
12/11/2004	12/11/2004	Mayor's Holiday Minister Break	COH-Myr Office	Non-Conv-Contracted	150
12/3/2004	12/5/2004	Blue Santa Bicycle Build for N	COH-HPD	Non-Conv-Contracted	40
12/5/2004	12/10/2004	Working with Houston Associati	Supra, a Division GE	Non-Conv-Contracted	1,000
1/13/2005	1/17/2005	2005 Houston Marathon	Houston Marathon Cmt	Conv-Contracted	25,000
1/ 9/2005	1/16/2005	2005 Health & Fitness Expo	Eventions	Non-Conv-Contracted	8,000
1/21/2005	1/28/2005	UCT 2005 International Confere	Oilom Publishing	Conv-Contracted	2,700
1/ 7/2005	1/14/2005	2005 Merchandising Conference	Sysco Corporation	Conv-Contracted	1,500
1/20/2005	1/29/2005	NA Prospect Expo 2005	Am Assn Prof Landmen	Conv-Contracted	9,300
1/17/2005	1/24/2005	2005 Pri-Med Houston Launch	M/C Communications	Conv-Contracted	4,700
1/21/2005	1/25/2005	2005 Senior Distribution Manag	Sysco Corporation	Conv-Contracted	750
1/20/2005	1/23/2005	TRI-STAR Collectors Show 1/05	TRI-STAR Productions	Non-Conv-Contracted	3,860
1/ 8/2005	1/17/2005	20th Annual Stellar Awards	Central City Inc.	Non-Conv-Contracted	5,400
1/ 3/2005	1/10/2005	Bridal Extravaganza 1/2005	Bridal Extravaganza	Non-Conv-Contracted	14,180
1/15/2005	1/16/2005	Paralympic Academy - Houston T	TIRR Foundation	Non-Conv-Contracted	1,000
1/26/2005	1/30/2005	Houston Sportsman's Show	TM Productions	Non-Conv-Contracted	4,367
1/28/2005	1/31/2005	Mardi Gras Ball	Krewe of Olympus TX	Non-Conv-Contracted	800
1/26/2005	1/30/2005	48th Annual: The Money Show of	Greater Hous. Coin	Non-Conv-Contracted	5,500
1/30/2005	1/30/2005	Power Dance New Year Champions	Am Cheer Power	Non-Conv-Contracted	203
1/ 6/2005	1/10/2005	Houston Cat Club 53rd Annual C	Houston Cat Club	Non-Conv-Contracted	1,137
1/23/2005	1/23/2005	Volunteers Planning Mtg	Union for Reformed J	Non-Conv-Contracted	130
2/11/2005	2/13/2005	Annual Kick-Off Mtg/New Year C	World Financl Group	Conv-Contracted	3,500
1/27/2005	1/28/2005	Computer Training	KW Computer Training	Non-Conv-Contracted	254
1/28/2005	1/29/2005	LLSF Houston's First Annual Co	Linda Lorelle Schola	Non-Conv-Contracted	2,500
1/16/2005	1/17/2005	North Houston Frontiers MLK Br	ARAMARK	Non-Conv-Contracted	850
1/20/2005	1/20/2005	HFD Certified Fire Trainee Ent	COH-HFD	Non-Conv-Contracted	150
1/ 9/2005	1/ 9/2005	MDE Latino	Maldonado Enterprise	Non-Conv-Contracted	2,200
1/31/2005	1/31/2005	U.S. Access Board Training on	Accesslogy, Inc	Non-Conv-Contracted	180
1/17/2005	1/17/2005	Hip Hop Youth Concert	Black Heritage Socie	Non-Conv-Contracted	20
1/14/2005	1/14/2005	Mayor's Ethic Meeting	COH-Mayor's Office	Non-Conv-Contracted	325
1/ 7/2005	1/ 7/2005	Corporate Meeting	El Paso Energy	Non-Conv-Contracted	500
1/30/2005	2/12/2005	2005 Year Beginning Meeting	Sam's Club	Conv-Contracted	2,800
2/13/2005	2/21/2005	2005 Great American Spring Mar	Handy Hardware	Conv-Contracted	2,500
2/25/2005	3/ 7/2005	30th Annual Fishing Show	Fishing Show Ltd.	Non-Conv-Contracted	6,777
2/25/2005	3/ 4/2005	22nd Intl Pump Users Symposium	Turbomachinery Lab	Conv-Contracted	2,000
2/14/2005	2/20/2005	Star of the South Dental Meeti	Greater Houston Dent	Conv-Contracted	6,000
2/24/2005	2/28/2005	Cheer America Championship	Cheer America	Non-Conv-Contracted	12,000
2/24/2005	3/ 4/2005	Houston Apex 2005	Soc Manuf Eng	Conv-Contracted	3,500
2/14/2005	2/21/2005	Spring Antique Show 2005	HADA	Non-Conv-Contracted	4,406
2/24/2005	2/27/2005	Corvette Expo 2005	Corvette Promotions	Non-Conv-Contracted	4,267
2/13/2005	2/15/2005	2005 State of the School Lunch	HISD	Non-Conv-Contracted	1,860
2/13/2005	2/17/2005	Annual Glazier Food Show	Glazier Foods Co.	Non-Conv-Contracted	2,000
2/13/2005	2/13/2005	3rd Annual HABC Tax Preparatio	COH-Myr's Office	Non-Conv-Contracted	800

2/10/2005	2/13/2005	2/05 High Caliber Gun & Knife	High Caliber	Non-Conv-Contracted	4,351
2/24/2005	2/24/2005	CMC Reception	COH-Human Resources	Non-Conv-Contracted	700
2/25/2005	2/25/2005	6th Annual Riley Fletcher Basi	TCAA Riley Fletcher	Non-Conv-Contracted	125
2/24/2005	2/24/2005	Firefighter Trainee Class Grad	COH-HFD	Non-Conv-Contracted	1,000
2/11/2005	2/12/2005	Houston National & Novice Stat	Spring Klein Wrestli	Non-Conv-Contracted	1,200
2/22/2005	2/23/2005	Career Connections 2005	Hou Area Urban Leagu	Non-Conv-Contracted	5,400
2/19/2005	2/19/2005	MTA Health Fair	Transport Worker Uni	Non-Conv-Contracted	200
2/27/2005	3/ 2/2005	Oldcastle Meeting	Oldcastle	Conv-Contracted	500
2/23/2005	2/23/2005	Land Assemblage Redevelopment	COH-Housing & Comm D	Non-Conv-Contracted	100
2/25/2005	2/26/2005	The Millionaire's Conference	MIT Financial	Non-Conv-Contracted	1,850
2/18/2005	2/20/2005	2005 Executive Staff Retreat	COH-HPD	Non-Conv-Contracted	22
2/26/2005	2/26/2005	N.O.W. Ministries Workshop	WCW Intl, Inc.	Non-Conv-Contracted	50
2/17/2005	2/17/2005	Special HMAGH Board Meeting	HMAGH	Non-Conv-Contracted	40
2/26/2005	2/26/2005	1st Battalion 23rd Marine Retu	SW Mgmt	Non-Conv-Contracted	300
3/16/2005	3/19/2005	46th Annual Science & Engineer	Science Eng Fair	Non-Conv-Contracted	3,500
3/15/2005	3/21/2005	Houston Home Show	Intl Exhibitions Inc	Non-Conv-Contracted	6,953
3/10/2005	3/13/2005	Cross Court Classic	Cross Court Classic	Conv-Contracted	3,500
3/22/2005	3/23/2005	Houston CIO Executive Summit	Evanta	Non-Conv-Contracted	1,000
3/25/2005	3/26/2005	Central TX Leadership Training	Central TX Leadershi	Conv-Contracted	3,000
3/14/2005	3/20/2005	NCAA Men's & Women's Fencing N	HCHSA	Conv-Contracted	2,000
3/10/2005	3/13/2005	Friends of the Library Book Sa	Friends Houston Libr	Non-Conv-Contracted	3,500
3/10/2005	3/13/2005	Houston Nat'l Invitational Gym	Jewish Comm. Center	Non-Conv-Contracted	2,500
3/ 3/2005	3/ 7/2005	Luxottica Retail Annual Summit	Luxottica Retail	Conv-Contracted	1,600
3/28/2005	3/30/2005	Government Procurement Connect	COH-Affirmative Acti	Non-Conv-Contracted	1,000
3/10/2005	3/13/2005	3/05 High Caliber Gun & Knife	High Caliber	Non-Conv-Contracted	3,454
3/24/2005	3/24/2005	3/05 Commencement Exercise	Art Institute Housto	Non-Conv-Contracted	1,200
3/17/2005	3/20/2005	MDE Latino	Maldonado Entepriises	Conv-Contracted	3,500
3/ 7/2005	3/ 8/2005	Sports & Entertainment Divisio	ARAMARK Corp.	Non-Conv-Contracted	75
3/ 8/2005	3/10/2005	National Aramark Meeting	ARAMARK Corp.	Non-Conv-Contracted	150
4/23/2005	4/23/2005	Greater Fifth Ward Weed & Seed	COH-Mayor's Office	Non-Conv-Contracted	300
3/10/2005	3/13/2005	G&S Enterprises	G&S Enterprises	Conv-Contracted	500
3/21/2005	3/25/2005	U.S.P.S. Battery 473 Testing	U.S. Postal Service	Non-Conv-Contracted	1,000
3/ 9/2005	3/11/2005	The CNA Corp/Dept of Educ Reg	The CNA Corp.	Conv-Contracted	150
3/ 4/2005	3/ 4/2005	Risk and Recreation Workshop	COH F&A Meeting	Non-Conv-Contracted	30
3/28/2005	4/ 1/2005	U.S.P.S. Battery 473 Testing	U.S. Postal Service	Non-Conv-Contracted	1,000
3/31/2005	4/10/2005	CORROSION/2005	NACE Intl	Conv-Contracted	4,800
4/10/2005	4/21/2005	2005 NRA Annual Meetings and E	National Rifle Assoc	Conv-Contracted	50,000
4/21/2005	5/ 1/2005	Lone Star Classic National Qua	Austin Jr Volleyball	Conv-Contracted	8,700
4/28/2005	5/ 2/2005	Lone Star Regional	Austin Jr Volleyball	Conv-Contracted	14,000
4/26/2005	5/ 2/2005	USA Team Handball Competition	HCHSA	Conv-Contracted	5,000
3/31/2005	4/ 2/2005	Pantene Total You Tour	Grassroots Promotion	Non-Conv-Contracted	162
4/ 6/2005	4/ 8/2005	Education Conference & Trade S	Hou. Apartment Assn	Non-Conv-Contracted	3,300
4/11/2005	4/16/2005	Concepts in Contemporary Cardi	UTHSC Med School	Conv-Contracted	500
4/ 6/2005	4/ 9/2005	19th Annual Career & Education	Hou Hispanic Forum	Non-Conv-Contracted	5,000
4/24/2005	4/25/2005	Mother Daughter Luncheon & Sen	St. Agnes Academy	Non-Conv-Contracted	1,200
4/28/2005	4/29/2005	AIA Houston, Gulf Coast Green	Ame. Ins. of Archite	Non-Conv-Contracted	400
4/23/2005	4/23/2005	BC Elmore Reunion	ARAMARK Corp.	Non-Conv-Contracted	400
5/19/2005	5/23/2005	Houston Black Expo	Restoration Cameroon	Non-Conv-Contracted	2,175
4/20/2005	4/21/2005	COH-Health Fair	COH-Myr's Office	Non-Conv-Contracted	2,000
3/31/2005	4/ 4/2005	Youth Employment Fair	COH-Mayor's Office	Non-Conv-Contracted	8,000
4/21/2005	4/24/2005	National Qualifier	USA TAEKWONDO, Inc.	Conv-Contracted	1,200
4/29/2005	4/30/2005	Rise & Shine 5K Walk & Run	The Rise School of H	Non-Conv-Contracted	480

4/20/2005	4/21/2005	Hospital Metropolitan Medical	HDHHS	Non-Conv-Contracted	150
4/27/2005	4/27/2005	2005 Administrative Prof. Educ	COH-Health Dept.	Non-Conv-Contracted	120
4/30/2005	4/30/2005	SEIU Community Meeting	SEIU Local 1	Non-Conv-Contracted	900
4/ 7/2005	4/ 7/2005	Firefighter Trainee Classes #2	COH-HFD	Non-Conv-Contracted	1,200
4/28/2005	4/28/2005	Promotion Test for HPD	Justex Sys. Police E	Non-Conv-Contracted	260
4/21/2005	4/21/2005	Downtown Park Conservancy Meet	Hous. Downtown Allia	Non-Conv-Contracted	200
4/ 7/2005	4/ 7/2005	End Time Prophecy	Ministry of Isaac	Non-Conv-Contracted	120
4/ 8/2005	4/10/2005	Corrosion/2005	NACE	Conv-Contracted	20
4/20/2005	4/20/2005	PARD's 2005 Service Awards Cer	Parks & Recreation	Non-Conv-Contracted	220
4/ 1/2005	4/ 2/2005	Welcome Home Celebration	SW Mgmt	Non-Conv-Contracted	2,100
4/ 7/2005	4/ 7/2005	Connectional Lay Executive Boa	Connectional Lay Exe	Non-Conv-Contracted	140
5/21/2005	5/23/2005	Int'l Association of ConCentRI	RIC CORP	Non-Conv-Contracted	25
5/ 3/2005	5/ 8/2005	US Jr. National Olympic Gymnas	Jewish Comm Center	Conv-Contracted	3,000
5/26/2005	5/27/2005	HSPVA - Commencement Exercise	HSPVA Commencement	Non-Conv-Contracted	3,500
5/21/2005	5/21/2005	Commencement Exercise 2005	So. TX College Law	Non-Conv-Contracted	3,600
5/27/2005	5/28/2005	Commencement Exercise 2005	UTHSC Med School	Non-Conv-Contracted	3,500
5/11/2005	5/12/2005	Financial Reporting Symposium	Houston TSCPA Fndtn	Non-Conv-Contracted	530
5/29/2005	5/31/2005	HISD Commencement Exercise 200	HISD Commencement Ex	Non-Conv-Contracted	5,000
5/27/2005	5/28/2005	2005 Commencement Exercise	Alief I.S.D. Commenc	Non-Conv-Contracted	22,000
5/16/2005	5/17/2005	HISD- Teachers Recognition Ban	HISD-Teachers Recogn	Non-Conv-Contracted	1,800
5/13/2005	5/14/2005	Commencement Exercise 2005	Univ of St. Thomas	Non-Conv-Contracted	6,500
5/ 6/2005	5/ 6/2005	2005 Commencement Exercise	UTHSC School Nursing	Non-Conv-Contracted	1,600
5/16/2005	5/20/2005	International Air Cargo Confer	Air Transp Mkt Assn.	Conv-Contracted	700
5/ 1/2005	5/ 5/2005	Conference Direct Annual Partn	Conference Direct	Conv-Contracted	550
5/ 9/2005	5/10/2005	Ingram Micro-Market Focus 2005	Ingram Micro-Market	Non-Conv-Contracted	150
5/ 6/2005	5/13/2005	Washington Mutual Sales Meetin	Washington Mutual	Conv-Contracted	2,600
5/ 6/2005	5/ 8/2005	Cinco de Mayo Celebration	Cinco de Mayo Celebr	Non-Conv-Contracted	20,000
5/18/2005	5/20/2005	Camara de Empresario- Expo Com	Camara de Empresario	Non-Conv-Contracted	650
5/ 4/2005	5/ 6/2005	Senior Summit and Expo	Senior Summit & Expo	Non-Conv-Contracted	1,200
5/ 5/2005	5/ 5/2005	Firefighter Trainee Classes #3	COH-HFD	Non-Conv-Contracted	1,200
5/13/2005	5/13/2005	TSU School of Law - Hooding Ce	TSU School of Law	Non-Conv-Contracted	1,500
5/20/2005	5/22/2005	RSE-Beginning Weekend Workshop	JZK, Inc.	Non-Conv-Contracted	200
5/ 9/2005	5/ 9/2005	HPD Entrance Exam	HPD Entrance Exam	Non-Conv-Contracted	500
5/11/2005	5/12/2005	Global Classrooms: Hous. Model	United Nations Assn	Non-Conv-Contracted	850
5/ 7/2005	5/ 7/2005	Downtown Park Conservancy Meet	Hous. Downtown Allia	Non-Conv-Contracted	55
5/24/2005	5/24/2005	COH-HPD Trainee for Class B In	HPD Trainee Exam	Non-Conv-Contracted	99
5/12/2005	5/20/2005	Maintain the Moment	Maintain the Moment	Conv-Contracted	1,100
5/ 7/2005	5/ 7/2005	Multijurisdictional Police Mee	COH-HPD Meeting	Non-Conv-Contracted	220
5/17/2005	5/19/2005	Houston Airport System	Houston Airport Syst	Non-Conv-Contracted	25
5/ 5/2005	5/ 5/2005	Chevy Commercial Shoot	Park Pictures, LLC	Non-Conv-Contracted	30
6/15/2005	6/28/2005	2005 Super Floral Show	Super Floral Show	Conv-Contracted	2,000
6/ 3/2005	6/ 9/2005	25th Annual Intl Operating Con	Ind Liquid Terminals	Conv-Contracted	3,490
6/16/2005	6/18/2005	AAPI 2005 Convention	Am Assn Physicians	Conv-Contracted	600
6/14/2005	6/24/2005	Natl Baptist Conv of USA - Con	Natl Baptist Conv US	Conv-Contracted	7,000
6/ 3/2005	6/ 5/2005	Chartered Financial Analyst Ex	CFA Institute	Non-Conv-Contracted	300
6/ 1/2005	6/ 4/2005	Theologians Awards	Tour of Hope Foundat	Non-Conv-Contracted	800
6/16/2005	6/19/2005	Empower 2005 Expo	GHGLBT	Non-Conv-Contracted	150
6/12/2005	6/12/2005	MDE Latino	Maldonado Enterprise	Non-Conv-Contracted	2,900
6/14/2005	6/14/2005	Houston Oil & Gas Job Fair	Targeted Job Fair	Non-Conv-Contracted	850
6/ 3/2005	6/10/2005	Sunbelt Rentals Vendorfest	Sunbelt Rentals	Conv-Contracted	1,000
6/ 2/2005	6/ 2/2005	Junior Fire Alarm Dispatcher E	COH-HFD	Non-Conv-Contracted	50
6/11/2005	6/11/2005	TWU - MTA Health and Welfare T	Transport Worker Uni	Non-Conv-Contracted	200

6/10/2005	6/13/2005	Japan Expo - Exhibition of Cul	Japan Expo Foundatio	Non-Conv-Contracted	250
6/ 2/2005	6/ 2/2005	Advanced Wound Care & Bioterro	TX Home Health	Non-Conv-Contracted	500
6/14/2005	6/14/2005	Houston Airport System - Corpo	HAS Corp. Conference	Non-Conv-Contracted	128
Total					708,316

In Date	Out Date	Event Name	Short Event Name	Booking Status Code	Attendance
7/15/2003	7/19/2003	CAMT 2003 Annual Convention &	Conf Advance Math	Conv-Contracted	5,000
7/23/2003	7/27/2003	Bridal Extravaganza 7/2003	Bridal Extravaganza	Non-Conv-Contracted	11,636
7/30/2003	8/ 3/2003	Texas Trophy Hunters	Texas Trophy Hunters	Non-Conv-Contracted	16,770
7/ 5/2003	7/ 5/2003	Closing Night Festivities	Ethiopian Sports Fed	Conv-Contracted	2,000
7/ 8/2003	7/ 8/2003	Equipment Rental	COH-Bldg Svcs	Non-Conv-Contracted	0
7/23/2003	7/23/2003	HFD - Suppression Examination	COH - HFD	Non-Conv-Contracted	13
7/30/2003	8/ 2/2003	Houston Arena Job Fair	Houston Rockets Ball	Non-Conv-Contracted	4,000
7/23/2003	7/24/2003	Library Leadership Training	COH-Public Library	Non-Conv-Contracted	30
8/31/2003	9/ 8/2003	2003 Great American Fall Marke	Handy Hardware	Conv-Contracted	1,500
8/ 5/2003	8/28/2003	2003 Holiday Meeting	Wal-Mart Stores, Inc	Conv-Contracted	15,000
8/ 2/2003	8/ 2/2003	NPC Labrada Body Building Comp	Labrada Nutrition	Non-Conv-Contracted	1,122
8/30/2003	8/30/2003	Janmashtami Celebration	Shri Meenaxi Temple	Non-Conv-Contracted	4,000
8/ 2/2003	8/ 2/2003	Tae Kwon Do Competition	UMA Chois TKD Inst.	Non-Conv-Contracted	1,172
8/ 5/2003	8/ 5/2003	National Night Out Equipment R	COH-HPD	Non-Conv-Contracted	1,000
8/28/2003	8/28/2003	CMC Citywide Agency Fair	CMC Citywide Agency	Non-Conv-Contracted	0
9/ 5/2003	9/12/2003	32nd Turbomachinery Symposium	Turbomachinery Lab	Conv-Contracted	3,211
9/ 8/2003	9/11/2003	APPEX "AAPG Prospect & Propert	Am Assn Petro Geolog	Conv-Contracted	2,000
9/15/2003	9/22/2003	Fall Antique Show 2003	Hou. Antique Dealers	Non-Conv-Contracted	3,170
9/ 9/2003	9/15/2003	22nd Annual Houston Home Show	Int'l Exhibitions	Non-Conv-Contracted	6,497
9/24/2003	9/25/2003	Expo 2003	Hou Min Bus Council	Non-Conv-Contracted	3,500
9/19/2003	9/21/2003	Empower 2003 Expo	Greater Houston GLBT	Non-Conv-Contracted	1,200
9/22/2003	9/26/2003	Gas Supply Expo	The Tradefair Group	Conv-Contracted	631
9/13/2003	9/23/2003	2003 Theta Charity Antiques Sh	Theta Antiques Show	Non-Conv-Contracted	3,694
9/26/2003	9/27/2003	S.N.A.P. Fundraising Gala	S.N.A.P.	Non-Conv-Contracted	500
9/18/2003	9/21/2003	Trinity Fall 2003 Leadership	Trinity Motivation	Conv-Contracted	3,800
9/16/2003	9/16/2003	9th Annual Senior Citizen Picn	Sen. Mario Gallegos	Non-Conv-Contracted	770
9/26/2003	9/26/2003	9/03 Commencement Exercise	Art Institute Housto	Non-Conv-Contracted	600
9/14/2003	9/16/2003	ISES Annual Expo 2003	ISES	Non-Conv-Contracted	125
9/ 5/2003	9/ 5/2003	TCAI Presentation	VSA Arts of Texas	Non-Conv-Contracted	30
9/13/2003	9/13/2003	Peace Dinner	Spiritual Assembly	Non-Conv-Contracted	470
9/ 3/2003	9/ 3/2003	HPD Entrance Examination	COH - HPD	Non-Conv-Contracted	615
9/ 6/2003	9/ 6/2003	Adopt 2000 Speaker's Series	Adopt 2000	Non-Conv-Contracted	150
9/ 5/2003	9/ 6/2003	Toyota Center Concession Job F	Levy Restaurants	Non-Conv-Contracted	220
9/23/2003	9/24/2003	Super Bowl Bus and Limo Meetin	Hou. Super Bowl Cmt.	Non-Conv-Contracted	100
10/21/2003	11/3/2003	2003 Quilts Market/Festival	Texas Quilts Assoc	Conv-Contracted	35,082
10/2/2003	10/5/2003	10/03 Gun & Knife Show	High Caliber	Non-Conv-Contracted	3,634
10/10/2003	10/12/2003	2003 Celebrity Paws Gala	Citizens Animal Prot	Non-Conv-Contracted	650
10/15/2003	10/17/2003	2003 Freedom Fund Banquet	NAACP	Non-Conv-Contracted	1,000
10/9/2003	10/13/2003	2nd Annual Houston Latino Book	Talento Bilingue de	Non-Conv-Contracted	7,800
10/17/2003	10/17/2003	KW Computer Training	KW Computer	Non-Conv-Contracted	254
10/21/2003	10/22/2003	Microsoft Office System Launch	Microsoft	Conv-Contracted	1,000
10/7/2003	10/7/2003	Master Exam	COH - Planning & Dev	Non-Conv-Contracted	22
10/9/2003	10/11/2003	Job Fair	Hilton Americas	Non-Conv-Contracted	3,000
10/7/2003	10/7/2003	Mayoral Debate Luncheon	ARAMARK Corporation	Non-Conv-Contracted	160
10/3/2003	10/4/2003	Sales Rally	The Limu Co., LLP	Non-Conv-Contracted	600

10/13/2003	10/13/2003	HFD Entrance Examination	COH-HFD	Non-Conv-Contracted	600
10/9/2003	10/9/2003	HFD Inspector Examination	COH - HFD	Non-Conv-Contracted	75
10/20/2003	10/20/2003	HIV & AIDS Funding Sources Wor	COH-Housing & Commun	Non-Conv-Contracted	100
10/7/2003	10/7/2003	Houston Fire Museum	Houston Fire Museum	Non-Conv-Contracted	15
10/11/2003	10/12/2003	31st Annual Houston Bicycle Mo	BIKEHOUSTON	Non-Conv-Contracted	2,000
10/14/2003	10/14/2003	Stellar Award Press Conf	Stellar Award Press	Non-Conv-Contracted	350
10/7/2003	10/7/2003	29th Annual Insurance Agents P	Hou Fire Museum, Inc	Non-Conv-Contracted	2,000
11/18/2003	11/22/2003	TAGT 2003 Convention	TX Assn Gifted & Tal	Conv-Contracted	4,207
11/19/2003	11/23/2003	2003 International Cat Show	Cat Fanciers Assoc.	Non-Conv-Contracted	12,600
11/6/2003	11/10/2003	Houston Chronicle Snowfest 200	Events Mktg & Mgmt	Non-Conv-Contracted	4,210
11/6/2003	11/6/2003	2003 Tax Planning Seminar	Chamberlain Hrdlicka	Non-Conv-Contracted	411
11/27/2003	11/27/2003	Thanksgiving Feast 2003	City Wide Club of CI	Non-Conv-Contracted	11,000
11/13/2003	11/16/2003	11/03 Gun & Knife Show	High Caliber	Non-Conv-Contracted	4,597
11/6/2003	11/10/2003	11/03 American Cheer Power	American Cheer Power	Conv-Contracted	8,000
11/23/2003	11/23/2003	Cheer America Championship	Cheer America Champi	Non-Conv-Contracted	6,000
11/6/2003	11/10/2003	Baby and Kids Expo	Mom's Corp., Inc.	Non-Conv-Contracted	1,000
11/16/2003	11/16/2003	ASC Regional Cheerleading & Da	Amer Spirit Champion	Non-Conv-Contracted	2,500
11/4/2003	11/6/2003	11/03 Uniform CPA Exam	TSBPA	Non-Conv-Contracted	1,200
11/13/2003	11/13/2003	MLK Gala	ARAMARK	Non-Conv-Contracted	450
11/7/2003	11/8/2003	Tradeshaw Week's Fastest 50	Tradeshaw Week	Non-Conv-Contracted	150
11/4/2003	11/4/2003	Youth Leadership Conference	Youth Leadership Con	Non-Conv-Contracted	450
11/13/2003	11/17/2003	Latino USA Expo	NCLR	Non-Conv-Contracted	6,000
11/3/2003	11/4/2003	Hospital Metropolitan Medical	COH-Health/Human Ser	Non-Conv-Contracted	1,200
11/17/2003	11/17/2003	Firefighter Graduation Class #	COH-HFD	Non-Conv-Contracted	750
11/6/2003	11/6/2003	Probationary Exam	COH-HFD	Non-Conv-Contracted	80
11/14/2003	11/14/2003	ABC/Turner Breakfast	ABC/Turner	Non-Conv-Contracted	200
11/19/2003	11/21/2003	Blue Santa Bicycle Building fo	COH-HPD	Non-Conv-Contracted	40
11/14/2003	11/15/2003	Leeland Center Gala	Leeland Center Gala	Non-Conv-Contracted	350
11/22/2003	11/28/2003	Washington Mutual Thanksgiving	Houston Intl Festiva	Non-Conv-Contracted	100
11/7/2003	11/7/2003	Career Day Workshop	HISD	Non-Conv-Contracted	150
11/9/2003	11/10/2003	Television Commercial "Driving	Backyard Productions	Non-Conv-Contracted	100
11/4/2003	11/4/2003	Sylvester Turner Campaign Rece	ARAMARK, Corp.	Non-Conv-Contracted	1,000
11/15/2003	11/15/2003	Mickey Leland Awards Banquet	Mickey Leland Center	Non-Conv-Contracted	350
12/5/2003	12/6/2003	Chartered Financial Analyst Ex	AIMR Financial Exam	Non-Conv-Contracted	462
12/24/2003	12/24/2003	Christmas Feast 2003	City Wide Clubs	Non-Conv-Contracted	7,600
12/13/2003	12/14/2003	12/03 American Cheer Power	American Cheer Power	Conv-Contracted	15,996
12/7/2003	12/7/2003	Catholic Worship	Asociacion Guadalupe	Non-Conv-Contracted	4,000
12/20/2003	12/20/2003	Toys for the Kids 2003	CW Sheila JacksonLee	Non-Conv-Contracted	1,500
12/14/2003	12/14/2003	Commencement Exercise	TX Woman's Universit	Non-Conv-Contracted	1,500
12/11/2003	12/14/2003	12/03 Gun & Knife Show	High Caliber	Non-Conv-Contracted	4,957
12/1/2003	12/1/2003	Annual Bike Building Fundraise	GH Hotel & Motel Ass	Non-Conv-Contracted	150
12/9/2003	12/10/2003	C.A.R.E. Senior Citizens Annu	C.A.R.E., Inc.	Non-Conv-Contracted	2,000
12/4/2003	12/5/2003	15th Annual UNCF Black Tie Gal	UNCF	Non-Conv-Contracted	850
12/19/2003	12/19/2003	Art Institute Housto	Art Institute Housto	Non-Conv-Contracted	800
12/12/2003	12/12/2003	J. P. Morgan Holiday Party	ARAMARK	Non-Conv-Contracted	300
12/9/2003	12/9/2003	Journeyman Exam	COH - Planning & Dev	Non-Conv-Contracted	221
12/8/2003	12/10/2003	Business Matchmaking	SMA Global	Non-Conv-Contracted	1,000
12/20/2003	12/20/2003	Commencement Exercise 2003	So. TX College Law	Non-Conv-Contracted	1,200
12/1/2003	12/2/2003	Apple Computer Solutions	Apple Computer, Inc.	Non-Conv-Contracted	350
12/4/2003	12/5/2003	Dr. Phil McGraw Tour Stop	Platinum Performance	Non-Conv-Contracted	4,200
12/14/2003	12/15/2003	CM Quan-Senior Gala	CM Quan-Senior Gala	Non-Conv-Contracted	1,200
12/12/2003	12/17/2003	FDC Sales Meeting	Freeman Decorating	Non-Conv-Contracted	150

12/5/2003	12/7/2003	Harris County "Election Run-Of	COH-City Secretary	Non-Conv-Contracted	0
12/10/2003	12/10/2003	H&MA Industry Holiday Event	H&MA Industry Holida	Non-Conv-Contracted	200
12/6/2003	12/6/2003	Ronald Green Victory Party	Ronald Green Campaig	Non-Conv-Contracted	300
1/10/2004	1/16/2004	UCT 2004 International Confere	Oildom Publishing	Conv-Contracted	2,000
1/12/2004	1/16/2004	2004 Merchandising Conference	Sysco Corporation	Conv-Contracted	1,500
1/12/2004	2/ 6/2004	2004 NFL Experience	NFL	Conv-Contracted	118,203
1/ 8/2004	1/11/2004	TRI-STAR Collectors Show 1/04	TRI-STAR Productions	Non-Conv-Contracted	2,909
1/ 8/2004	1/11/2004	Bridal Extravaganza 1/2004	Bridal Extravaganza	Non-Conv-Contracted	15,610
1/14/2004	1/17/2004	Health & Fitness Expo	Eventions	Non-Conv-Contracted	28,000
1/14/2004	1/19/2004	2004 Houston Marathon	Houston Marathon Cmt	Conv-Contracted	14,000
1/ 2/2004	1/11/2004	19th Annual Stellar Awards	Central City Inc.	Non-Conv-Contracted	6,000
1/19/2004	1/19/2004	North Houston Frontiers MLK, J	Aramark, Inc.	Non-Conv-Contracted	1,000
1/ 5/2004	1/ 6/2004	GHP-Annual Meeting	GHP-Annual Meeting	Non-Conv-Contracted	1,200
1/16/2004	1/17/2004	Sports "Spoke Bender Bowl"	TIRR Foundation	Non-Conv-Contracted	6,000
1/20/2004	1/20/2004	Hospitality & Transportation T	Houston SuperBowl Cm	Non-Conv-Contracted	1,200
1/22/2004	2/ 2/2004	Workroom Super Bowl Week	Sporting News Radio	Non-Conv-Contracted	50
1/ 2/2004	1/ 2/2004	Ronald Green Thank You Party	Ronald Green Campaig	Non-Conv-Contracted	300
1/28/2004	1/31/2004	Interview Rooms	ESPN Classic Sports	Non-Conv-Contracted	50
1/17/2004	2/ 5/2004	NFL Media Center	NFL	Conv-Contracted	5,000
1/23/2004	2/ 3/2004	ESPN - Pardon the Interruption	ESPN	Non-Conv-Contracted	50
1/18/2004	1/18/2004	Memorial for Iran Earthquake	Iran Med Relief Fnnd	Non-Conv-Contracted	500
1/23/2004	1/27/2004	Christian Stewardship Associat	ARAMARK	Conv-Contracted	500
2/ 9/2004	2/16/2004	2004 Great American Spring Mar	Handy Hardware	Conv-Contracted	1,500
2/22/2004	2/26/2004	2004 Annual Conference	TX Assn School Buss	Conv-Contracted	1,500
2/ 3/2004	2/ 6/2004	NA Prospect Expo 2004	Am Assn Prof Landmen	Conv-Contracted	9,300
2/ 9/2004	2/14/2004	2004 Greater Houston Dental Me	Greater Houston Dent	Conv-Contracted	6,000
2/16/2004	2/17/2004	2004 State of the School Lunch	Houston I.S.D.	Non-Conv-Contracted	1,860
2/26/2004	2/29/2004	2/04 High Caliber Gun & Knife	High Caliber Gun	Non-Conv-Contracted	4,858
2/15/2004	2/18/2004	Annual Glazier Food Show	Glazier Foods Co.	Non-Conv-Contracted	2,000
2/23/2004	3/ 1/2004	Spring Antique Show 2004	Hou. Antique Dealers	Non-Conv-Contracted	3,715
2/27/2004	2/28/2004	18th Annual Career & Education	Hou Hispanic Forum	Non-Conv-Contracted	7,000
2/22/2004	3/ 1/2004	29th Annual Fishing Show	Fishing Show Ltd.	Non-Conv-Contracted	7,126
2/ 6/2004	2/ 8/2004	Mardi Gras Ball	Krewe of Olympus TX	Non-Conv-Contracted	1,000
2/19/2004	2/22/2004	Corvette Promotions	Corvette Promotions	Non-Conv-Contracted	3,285
2/16/2004	2/23/2004	Carpet One/Pro Source Semi Ann	CCA Global Partners	Conv-Contracted	1,600
2/17/2004	2/17/2004	Master Exam	COH- Planning & Dev	Non-Conv-Contracted	400
2/ 8/2004	2/ 8/2004	2nd Annual Tax Preparation Fai	COH-Myr's Office	Non-Conv-Contracted	150
2/25/2004	2/26/2004	Career Connections	Hou Area Urban Leagu	Non-Conv-Contracted	6,000
2/ 8/2004	2/ 9/2004	GHP-State of the County	State of the County	Non-Conv-Contracted	850
2/10/2004	2/10/2004	HFD Certified Fire Trainee Exa	COH-HFD	Non-Conv-Contracted	130
2/21/2004	2/21/2004	Newness of Way Conference	Newness of Way Confere	Non-Conv-Contracted	50
2/25/2004	2/26/2004	State of the City Address	Gr. Hou. Partnership	Non-Conv-Contracted	1,400
2/ 5/2004	2/ 5/2004	Petcom Users Group Meeting	Geostar Solutions	Non-Conv-Contracted	25
3/18/2004	3/20/2004	Career Conference 2004	Mary Kay, Inc.	Conv-Contracted	2,800
3/ 1/2004	3/ 8/2004	Flooring America Winter Confer	CCA Global Partners	Conv-Contracted	650
3/ 3/2004	3/ 8/2004	BIG 2004 Show	SW Drycleaners Assn	Conv-Contracted	1,200
3/19/2004	3/21/2004	2004 Championship for Cheerlea	World Spirit Fed	Conv-Contracted	2,500
3/25/2004	3/28/2004	3/04 Gun & Knife Show	High Caliber	Non-Conv-Contracted	4,132
3/16/2004	3/22/2004	23rd Annual Houston Home Show	Int'l Exhibitions	Non-Conv-Contracted	5,777
3/28/2004	3/29/2004	Awards Ceremony 2004	Visible Changes	Non-Conv-Contracted	1,200
3/ 3/2004	3/ 7/2004	ASC Southern All-Star National	Am Spirit Champions	Non-Conv-Contracted	8,827
3/25/2004	3/28/2004	Friends of the Library Book Sa	Friends Houston Lib	Non-Conv-Contracted	5,800

3/12/2004	3/14/2004	Cross Court Classic	Houston Volleyball	Conv-Contracted	5,000
3/30/2004	4/ 3/2004	Concepts in Contemporary Cardi	UTHSC Med School	Conv-Contracted	400
3/16/2004	3/16/2004	Journeyman Exam	COH - Planning & Dev	Non-Conv-Contracted	158
3/30/2004	3/31/2004	Government Procurement Connect	Government Procureme	Non-Conv-Contracted	1,000
3/23/2004	3/24/2004	Houston Executive Summit	IT Events Group	Non-Conv-Contracted	5,000
3/24/2004	3/27/2004	45th Annual Science & Engineer	Science & Engr. Fair	Non-Conv-Contracted	5,000
3/19/2004	3/20/2004	Designs by Deanna	Designs by Deanna	Non-Conv-Contracted	1,000
3/19/2004	3/20/2004	Brainstormer - Access to Acces	Brainstormer-Access	Non-Conv-Contracted	1,000
3/ 3/2004	3/ 4/2004	Association for Corporate Grow	Assn for Corp Growth	Conv-Contracted	850
3/26/2004	3/26/2004	3/04 Commencement Exercise	Art Institute of Hou	Non-Conv-Contracted	800
3/15/2004	3/17/2004	HP Shareowners Meeting	HP	Non-Conv-Contracted	200
3/ 5/2004	3/ 5/2004	Combined Municipal Campaign -R	COH - Human Resource	Non-Conv-Contracted	700
3/27/2004	3/27/2004	Annual Church Banquet	Lilly Grove Baptist	Non-Conv-Contracted	600
3/ 8/2004	3/10/2004	Harris County Democratic/Repub	Harris Co. ClerkOffc	Non-Conv-Contracted	500
3/ 4/2004	3/ 4/2004	Abitibi Consolidated Mtg	Abitibi Consolidated	Non-Conv-Contracted	75
3/24/2004	3/24/2004	Prisma All Employee Meeting	Enron Corp.	Non-Conv-Contracted	100
3/25/2004	3/25/2004	Retirement Party for Larry Bak	COH-Bldg Svcs	Non-Conv-Contracted	200
4/15/2004	4/17/2004	2004 Annual State Leadership C	TX Assn Family Caree	Conv-Contracted	4,500
4/ 2/2004	4/ 9/2004	Southwest Electrical Expo 2004	SWEE	Conv-Contracted	4,000
4/14/2004	4/16/2004	Education Conference & Trade S	Hou. Apartment Assn	Non-Conv-Contracted	3,500
4/12/2004	4/14/2004	Gulf Coast Symposium 2004	H.H.R.M.A.	Non-Conv-Contracted	1,200
4/10/2004	4/11/2004	Easter Celebration	St. John's Methodist	Non-Conv-Contracted	3,000
4/ 9/2004	4/10/2004	Central TX Leadership Training	Central TX Leadershi	Conv-Contracted	4,000
4/ 2/2004	4/ 2/2004	Guns & Hoses Boxing Event	Guns & Hoses Boxing	Non-Conv-Contracted	950
4/16/2004	4/19/2004	AKA Dinner	ARAMARK	Non-Conv-Contracted	2,500
4/21/2004	4/22/2004	COH-Health Fair	COH-Myr's Office	Non-Conv-Contracted	1,000
4/10/2004	4/20/2004	Thai Trade Show	Thai Consulate	Non-Conv-Contracted	2,500
4/29/2004	4/29/2004	Richard Johnson Foundation Sch	ARAMARK	Non-Conv-Contracted	260
4/ 1/2004	4/ 1/2004	HFD Examination	COH-HFD	Non-Conv-Contracted	250
4/12/2004	4/14/2004	Harris County Democratic/Repub	Harris Co. ClerkOffc	Non-Conv-Contracted	500
4/21/2004	4/22/2004	Energy Expo 2004	NESA	Non-Conv-Contracted	100
4/ 8/2004	4/ 8/2004	Mayor Task Force Building Perm	COH-Myr Office	Non-Conv-Contracted	200
4/19/2004	4/22/2004	Best Buy Co., Inc. - Divisions	Best Buy	Conv-Contracted	940
4/24/2004	4/24/2004	Community Development/Neighbor	COH - CM Green	Non-Conv-Contracted	300
5/ 1/2004	5/ 2/2004	Cinco de Mayo Celebration	Hispanic Broadcastin	Non-Conv-Contracted	40,000
5/22/2004	5/22/2004	Commencement Exercise 2004	So. TX College Law	Non-Conv-Contracted	3,600
5/28/2004	5/28/2004	Commencement Exercise 2004	HSPVA	Non-Conv-Contracted	2,200
5/30/2004	5/30/2004	Commencement Exercise 2004	UTHSC Med School	Non-Conv-Contracted	3,500
4/30/2004	5/ 1/2004	Pantene Total You Tour	Grassroots Promotion	Non-Conv-Contracted	1,069
5/29/2004	5/29/2004	2004 Commencement Exercise	Alief I.S.D. Commenc	Non-Conv-Contracted	22,500
5/ 5/2004	5/10/2004	USA Team Handball Competition	HCHSA	Conv-Contracted	700
5/ 6/2004	5/ 7/2004	Youth & Family Services Confer	Harris County	Non-Conv-Contracted	533
5/18/2004	5/18/2004	Teachers Recognition Banquet	HISD	Non-Conv-Contracted	1,800
5/30/2004	5/30/2004	Commencement Exercise 2004	HISD	Non-Conv-Contracted	5,000
5/15/2004	5/15/2004	Commencement Exercise 2004	Univ of St. Thomas	Non-Conv-Contracted	5,500
5/15/2004	5/16/2004	NPC Labrada Body Building Comp	Labrada Nutrition	Non-Conv-Contracted	685
5/ 7/2004	5/ 7/2004	2004 Commencement Exercise	UTHSC School Nursing	Non-Conv-Contracted	1,600
5/12/2004	5/13/2004	Financial Reporting Symposium	Houston TSCPA Fndtn	Non-Conv-Contracted	530
5/14/2004	5/14/2004	Hooping Ceremony	TSU School of Law	Non-Conv-Contracted	2,500
5/25/2004	5/27/2004	Hispanic Business Fair	Camara de Empresario	Non-Conv-Contracted	650
5/13/2004	5/16/2004	05/04 Gun & Knife Show	High Caliber	Non-Conv-Contracted	3,043
5/ 7/2004	5/ 8/2004	Rise & Shine 5K Walk & Run	The Rise School	Non-Conv-Contracted	500

5/17/2004	5/17/2004	NAACP Brown vs Education Lunch	NAACP	Non-Conv-Contracted	600
5/21/2004	5/21/2004	HFD Graduation Ceremony Traini	COH-HFD	Non-Conv-Contracted	750
5/11/2004	5/11/2004	Firefighter Trainee Exam	COH-HFD	Non-Conv-Contracted	200
5/14/2004	5/17/2004	Pension Benefits Special Elect	COH-City Secretary	Non-Conv-Contracted	500
5/25/2004	5/25/2004	Project GRAD Parent Recognitio	Project GRAD	Non-Conv-Contracted	3,000
5/17/2004	5/21/2004	Respiratory Team Managers' Mee	Aventis Pharmaceutic	Conv-Contracted	240
5/27/2004	5/27/2004	Commencement Exercise	Varnett Charter Scho	Non-Conv-Contracted	2,000
5/ 4/2004	5/ 4/2004	Technology Forum	COH-Affirmative Acti	Non-Conv-Contracted	100
5/11/2004	5/11/2004	2004 Police Memorial Service E	COH - HPD	Non-Conv-Contracted	0
5/21/2004	5/21/2004	Houston Area Water Corporation	COH-Public Works	Non-Conv-Contracted	30
5/18/2004	5/20/2004	Mock Trial - Social Issues Foc	Trialgraphix Inc.	Non-Conv-Contracted	80
5/18/2004	5/18/2004	Corporate Conference 2004	COH-Aviation Dept.	Non-Conv-Contracted	130
5/13/2004	5/13/2004	Workers Compensation & Safety	COH-Human Resources	Non-Conv-Contracted	100
5/22/2004	5/26/2004	Gulfton Festival and Parade Eq	COH-CM Khan	Non-Conv-Contracted	0
6/22/2004	6/30/2004	Southwest Food Service Expo 20	TX Restaurant Assn	Conv-Contracted	18,000
6/11/2004	6/18/2004	24th Annual Intl Operating Con	Ind Liquid Terminals	Conv-Contracted	2,246
6/ 4/2004	6/ 5/2004	Chartered Financial Analyst Ex	AIMR	Non-Conv-Contracted	654
6/15/2004	6/15/2004	Journeyman Exam	COH - Planning & Dev	Non-Conv-Contracted	96
6/ 3/2004	6/ 5/2004	2004 Pri-Med Updates	M/C Communications	Conv-Contracted	900
6/17/2004	6/21/2004	TRI-STAR Collectors Show 6/04	TRI-STAR Productions	Non-Conv-Contracted	2,678
6/18/2004	6/18/2004	6/04 Commencement Exercise	Art Institute Housto	Non-Conv-Contracted	800
6/11/2004	6/13/2004	Empower 2004 Expo	Greater Houston GLBT	Non-Conv-Contracted	641
6/ 3/2004	6/ 3/2004	HFD Graduation Ceremony Traini	COH-HFD	Non-Conv-Contracted	850
6/24/2004	6/24/2004	Engineer Operator Exam	COH-HFD	Non-Conv-Contracted	500
6/17/2004	6/21/2004	2004 State Democratic Party Co	Texas Democratic Par	Conv-Contracted	7,500
6/22/2004	6/22/2004	Contractor's Training Series	COH-Affirmative Acti	Non-Conv-Contracted	100
6/11/2004	6/12/2004	Houston Mega Home Buying Expo	Monica Lamb Wellness	Non-Conv-Contracted	200
6/12/2004	6/12/2004	Crime Summit	COH-HPD	Non-Conv-Contracted	150
6/25/2004	6/25/2004	Concerns & Issues of Houston's	COH-Affirmative Acti	Non-Conv-Contracted	75
6/23/2004	6/25/2004	Mars Social Issues	Trialgraphix Inc.	Non-Conv-Contracted	80
6/28/2004	7/16/2004	John Hancock All*Star FanFest	Major League Basebal	Conv-Contracted	80,000
				Total	836,999

EXHIBIT F
EXISTING CITY-OWNED EQUIPMENT LIST

Banners:

- 1 - 3 compartment fryer (Frymaster)
- 1 - Double door freezer (Delfield)
- 1 - Double door refrigerator (Traulsen)
- 1 - Range unit with 4 burners, 2 flat tops side to side, 1- 30" grill, 1 - oven, and 4 bread heating units (vulcan)
- 2 - Soup stations
- 2 - 3 compartment hot food holding units (buffet) (Wells)
- 1 - Hot dog roller
- 1 - Small portable flat top grill (Better Built)
- 3 - large cold displays for sandwiches ect. (Delfields)
- 2 - Coke soda displays

Main Kitchen:

- 2 - Steamers double stack (Vulcan)
- 3 - Steam kettles (Vulcan)
- 2 - Fryers 2 - compartment (vulcan)
- 3 - Grills gas (Vulcan)
- 1 - Flat top (vulcan)
- 2 - 6 burner stoves with 2 salamanders (vulcan)
- 1 - Smoker (nu-vu)
- 2 - Tilt skillet
- 1 - Roasting oven (instamatic oven)
- 6 - Convection oven (vulcan)
- 2 - Slicers (hobart)
- 1 - Small mixer (hobart)
- 1 - Large mixer (Well built)
- 1 - Buffalo Chopper table top (Hobart)
- 1 - VCM (hobart)
- 1 - Medium Robocup (Robocup)
- 2 - Plating tables with running belt

Cold Kitchen:

- 3 - Coffee Machines
- 2 - Convection ovens (Bloggett)
- 1 - Large ice machines

Grill Pizza B & D**Each have**

- 1 Two door reach in cooler
- 1 small walk in cooler approx 5x6
- 1 glycall beer system
- 2 metro shelving units approx 2x5
- 2 s/s prep tables 2x4
- 1 one door reach in freezer
- 1 400# Ice Machine
- 1 3 compartment sink
- 1 double electric fryer
- 1 electric flat top with oven 4x3
- 1 pizza oven
- 1 starbucks coffee maker
- 3 hand sinks
- 1 Built in 4 well steam table line
- 5 Red heat lamp fixtures
- 1 2 light glass pizza warmer display case
- 2 bun warmers

Bakery Deli B & D

each have
 1 upright s/s freezer
 1 400# ice machine
 1 2 compartment s/s sink
 1 2x5 metro shelf
 2 2 drawer refrigerated equipment tables
 1 small convection oven
 1 small flat top grill 2x2
 1 s/s prep table/cabinate with doors
 1 small coffee maker
 1 counter top salad cooler
 1 hand sink
 1 bun warmer

Express Café

1 4x4 beer cooler
 1 glycol beer system
 2 under counter 2 drawer bun warmers
 1 4 well portable steam table
 1 prep cooler
 1 s/s prep table/ cabinate with doors
 1 2 compartment sink
 1 hand sink

Asset	Manufacturer	Quantity
Resister Carts	Carts of Colorado	6
4 Well Hot Carts	Carts of Colorado	2
Flat Grill Carts	Carts of Colorado	2
Sandwich Carts-Yellow	Carts of Colorado	2
Sandwich Carts-Wood	Carts of Colorado	1
New Carver Cart	Carts of Colorado	1
Steam Table Cart 4 well		1
Flat Table Holding Cart		1
Old Red 4 Well Cart		2
Old Red Flat Cart		2
Condiment Carts	Carts of Colorado	4
Fridge - Small Portable	Carts of Colorado	2
"Summit" dbl Pizza Oven		1
Roller Grills		2
Convection Oven - dbl		1
Convection Oven - single	(Poor Condition)	1
Single "Portable Fryer"		1
GRILL & PIZZA (Halls B & D)		
Fryer		2
Grill-Flat Top/Range		2
Ice Machine		2
3 Compartment Sink		2
2 Door Refrigerator Cooler		2
4x6 Beer Cooler		2
Glycol System		2
Built in Hot Well		2
Starbucks Coffee Maker		2
Impingon Oven (Pizza)		2
3F SS Prep Tables		2

Hand Sink		4
BAKERY & DELI (Halls B & D)		
Ice Machine		2
Cooling Table		2
Small Convection Oven		2
Small Flat Top Grill		2
SS Storage Cabinet/Counter		2
Starbucks Coffee Machine		2
2 Compartment Sink		2
Hand Sink		2
Single Door Fridge/Freezer		2
EXPRESS CAFÉ (Hall B-3)		
SS Counter/Cabinets		1
SS Sink		1
Hand Sink		1
"Pizza" Prep Cooler		1
Self Contained Steam Table 4 well		1
Beer Cooler 4x6		1
Glycol System		1
Portable Coolers	Hussman	4
Metro Shelving		12
Small Shelving		4
Cash Registers	Tell	10
Cash Registers	Samsung	8
Cash Registers	Royal	7
Storage Cages		2
Hot Boxes	Cres Cor	4
2 Tier Sico Tables (Bar)		27
Black Bars		5
New Bars		2
Super Artic Skirts		12
Vinyl Table Cloths		325
Sico Flat Covers		25
Sico 2 Tier Covers		30
Bus Tub Covers		20
Wooden Desk		1
4 Drawer File Cabinets		1
Blue Linen Cart		1
Gray Utility Cart	Rubbermaid	2
Chip Racks		8
Beer Jockey Boxes		6
Hand Keg Pumps		8
SS Ice Scoops		24
Big Hot Box		20
Big Old Hot Box		14
New Small Hot Box		8
Upright Hot Box		12
Queen Mary		8

Speed Racks Small	55
Chafers	145
Speed Racks Big	14
Big Bread Racks	65
Coat Racks	8
Popcorn Machine Table Tops	5
2 Tier Push Cart	15
Round Chaffer Roll Top	9
Regular Round Chaffers	20
Tray Jacks	250
Black Wire Cone Baskets	740
Pour Over Coffee Machine	6
Sheet Pans	955
4" Full Pans	184
2" Full Pans	927
2" half pans	50
4" half pans	100
Big White Truck-ARAMARK	1
ARAMARK Van	1

CAFETERIA

Char grill Range		1
4 Burner Gas Stove		1
3ft Flat Tops		2
3 Well Gas Fryer		1
Prep Tables S/S		2
2 Door R/I Freezer		1
2 Door R/I Cooler		1
Metro Shelving (4ft)		2
15 ft. 2 Compartment Sink Counter Unit S/S		1
S/S Wall Shelves 8 ft.		2
S/S Pot Racks unit		1
Hand Sinks		2
Built-in self service coolers(poor condition)	Delfield	6
Café Tables and Bases		39
Blue Café Chairs (cloth with arms)		160
Coffee Maker	Starbucks	1
Approx. 27 ft. S/S serving line (Built in) with 2 3-wells Hot Warmers		1
Approx. 5 ft. Soup Station (Built in)		2
Approx 4ftx25ft Serving Carver S/S (poor condition) with built-in shelves & drawers & 1 warmer		1
S/S Drink/check out Island		1
Approx 5x8 Bar Cooler (WI)		1

BANQUET EQUIPMENT

Black Skirts	105
Rolling Tables	48
New Semi-bars 5-Gal	35
New Semi-bars 3-Gal	10
Old Semi-bars 5-Gal	6
Old Semi-bars 3-Gal	12
Silver Spoons	632
Silver Tongs	150
Black Cone-shaped Bread Baskets	675
Silver Banquet's Carts	10
Ladles	10
Salt Shakers	480
Pepper Shakers	390
Sugar	700
Tray Jack Covers	85

Glass, China, Silver Inventory**8/10/2006**

Dinner Forks	6829
Salad Forks	6697
Knives	8018
Spoons	7250
Butter Knives	2047
Dinner Plates	4797
Pasta Bowls	4966
Dessert Plates	4820
B & Bs	4359
Large B & Bs	808
Coffee Saucers	4514
Coffee Cups	4772
Soup Cups	708
Creamer Pitchers	262
Water Glasses	8145
White Wine Glasses	3327
Red Wine Glasses	610
Cordial Glasses	1137
Juice Glasses	648
Beer Steins	90
Champagne Glasses	924
Martini Glasses	243
Oval Trays	270
Water Pitchers	516
Coffee Thermals	367
Cof. Thermals (no lids)	336
Plate Covers	863

EXHIBIT G

CONDITIONS OF THE PROPOSAL

In submitting a response to this RFP, Proposer acknowledges and accepts the following conditions, and makes the following representations. Please initial each sub-paragraph below and include this form in your response:

<p>1. <u>Ownership of Proposals</u> – All proposals in response to this RFP are to be the sole property of the City.</p>	
<p>2. <u>Oral Contracts</u> – Any alleged oral contracts or arrangements made by a Proposer with any employee of the City will be superseded by the written contract.</p>	
<p>3. <u>No Gratuities or Favors</u> – The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City (including any and all members of proposal evaluation committees) for the purpose of influencing consideration of a proposal.</p>	
<p>4. <u>Amending or Canceling RFP</u> – The City reserves the right to amend or cancel this RFP, at any time, if it is in its best interest.</p>	
<p>5. <u>Rejection for Default or Misrepresentation</u> – The City reserves the right to reject the proposal of any Proposer that is in default of any prior contract or for misrepresentation.</p>	
<p>6. <u>Clerical Errors in Awards</u> – The City reserves the right to correct inaccurate awards resulting from its clerical errors.</p>	
<p>7. <u>Rejection of Qualified Proposals</u> - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.</p>	
<p>8. <u>Presentation of Supporting Evidence</u> - If requested, Proposer(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.</p>	
<p>9. <u>Changes to Proposals</u> - No additions or other changes to the original RFP submissions will be allowed after submittal. While changes are not permitted, clarifications may be required at the sole expense of the Proposer.</p>	
<p>10. <u>Collusion</u> - In submitting a proposal, the Proposer implicitly states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior</p>	

to its issuance, and that no City employee participated directly or indirectly in the Proposer's proposal preparation.	
11. <u>Preparation of Proposal</u> - Proposer shall be liable for any costs incurred in the preparation of its proposal.	
12. <u>Subcontractors</u> - The use of subcontractors must be clearly identified and explained in the proposal. The prime Vendor shall be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The prime Vendor shall indemnify and hold the City harmless from any and all activities related to the services provided by its subcontractor(s) under the contract.	

EXHIBIT H
BID BOND FORM

ATTEST:

PRINCIPAL:

Secretary

By: _____
Title: _____

[AFFIX CORPORATE SEAL]

WITNESSES:

SURETY:

By: _____
Title: _____

OR

ATTEST:

Secretary

[AFFIX CORPORATE SEAL]

EXHIBIT I

PERFORMANCE BOND FORM

PERFORMANCE BOND

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS §

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of ten percent of whatever amount the City recovers, which sum of ten percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of ten percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas,

and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

Date

Sr. Assistant City Attorney

EXHIBIT J

**CITY OF HOUSTON
DRUG DETECTION & DETERRENCE
PROCEDURES FOR CONTRACTORS**

EXHIBIT J

**CITY OF HOUSTON DRUG DETECTION & DETERRENCE
PROCEDURES FOR CONTRACTORS**

IMPORTANT - READ CAREFULLY BEFORE PROPOSING

CITY OF HOUSTON GENERAL CONDITION

EXECUTIVE ORDER 1-31, MAYOR'S DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS, WITH CHANGES:

Effective September 1, 1994, with revised procedures dated March 1, 1995, and pursuant to the Mayor's Executive Order 1-31, **as a condition of the award of any contract/purchase order for labor or services, a successful proposer must file the following documents with the designated Contract Compliance Office for Drug Testing (CCODT) prior to award of the contract/purchase order:**

1. A copy of the proposer's drug free workplace policy.
2. Drug Policy Compliance Agreement. (**Attachment A**).
3. Drug Policy Compliance Declaration with a designation of safety impact positions*. (**Attachment B**).
4. Contractor's Certification of **No Safety Impact Positions*** in Performance of a City Contract. (**Attachment C**).

- or -

5. If Applicable, Contractor's Certification of Non-Application of Mayor's Drug and Deterrence Procedures for Companies that have **fewer than fifteen (15) employees during any 20-week period during the calendar year**, and **have no safety impact positions***. (**Attachment D**).

* **A Safety Impact Position** means a contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health of safety of the employee, co-workers, and/or the public. The Vendor, not the City, must determine if the company has Safety Impact Positions.

EXHIBIT J

CITY OF HOUSTON DRUG DETECTION & DETERRENCE CONTINUED

DRUG DETECTION AND DETERRENCE POLICY

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

DRUG POLICY COMPLIANCE AGREEMENT

**EXHIBIT J
ATTACHMENT A**

I, **(Print/Type Name)** _____,

(Title) _____, as an owner or officer of **(Name of Company)** _____, have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

DRUG POLICY COMPLIANCE AGREEMENT

**EXHIBIT J
ATTACHMENT A**

Date

Contractor Name

Signature

Title

**DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT J
ATTACHMENT B**

I, **(Name) (Print/Type)** _____, **(Title)**
_____, as an owner or officer of **(Name of Company)**
_____, have personal knowledge
and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____,
20_____.

_____ A written Drug Free Workplace Policy has been implemented and employees
Initials notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug
Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the
Initials Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31.
Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and
Initials Human Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees on safety impact
positions during this reporting period is _____.

_____ From (start date) _____ to (end date) _____ the
Initials following testing has occurred:

	Random	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

DRUG POLICY COMPLIANCE DECLARATION

EXHIBIT J

ATTACHMENT B

_____ Any employee who tested positive was immediately removed from the City work site Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date _____

Contractor Name _____

Signature _____

Title _____

DRUG POLICY COMPLIANCE DECLARATION

**Contractor's Certification
Of No Safety Impact Positions
In Performance Of A City Contract**

**EXHIBIT J
ATTACHMENT C**

I, **(Name) (Print/Type)** _____,

(Title) _____, as an owner or officer of **(Contractor)**

_____, have authority to bind the Contractor

with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract.

Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date _____

Contractor Name _____

Signature _____

Title _____

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR
CONTRACTORS
EXHIBIT J
ATTACHMENT D**

I, **(NAME)(PRINT/TYPE)** _____, **(TITLE)**
_____, as an owner or officer of (Contractor)_____

_____, have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE _____

CONTRACTOR NAME _____

SIGNATURE _____

TITLE _____

EXHIBIT K
GOAL ORIENTED MINORITY/WOMEN/DISADVANTAGED BUSINESS
ENTERPRISE REQUIREMENTS

**City of Houston Affirmative Action and Contract Compliance
Minority, Women, Disadvantaged and
Persons with Disabilities
Business Enterprise
Program Requirements**

I. Documents that must be signed and returned to administering department with the proposal:

- A. MWDBE and or/PDBE Participation Plan (Form MWDBE-2 and/or PDBE-2) – List of proposed Subcontractors and Suppliers
- B. Executed Subcontract(s), or Letter(s) of intent for each MWDBE or PDBE Subcontractor or Supplier, including:

Name of MWDBE or PDBE Subcontractor/Supplier
Description of the Scope of Work to be Performed
Dollar value of each proposed MWDBE or PDBE subcontract
or Documentation of Good Faith Efforts to meet the MWDBE or PDBE Goal.

These documents should be submitted to the Project Administrator identified in the proposal. Good Faith Efforts will be forwarded to the Affirmative Action Division for review.

II. Report that must be submitted during the course of the contract:

- A. MWDBE and or/PDBE Utilization Report (Form MWDBE –3 and/or PDBE-3). Note: This report is to be submitted via the Internet at www.mwdbbe.com operated by B2G Now Diversity Management System.

III. MWDBE/PDBE Requirements

- A. Purpose

To facilitate implementation of Chapter 15 Article V of the City of Houston Code of Ordinances and 49 CFR, Part 26 relating to Minority, Women and Disadvantaged Business Enterprises Contract Participation and City of Houston Ordinance 98-1213 relating to Persons with Disabilities Business Enterprise (PDBE) Contract Participation.

- B. Policy

It is the policy of the City to encourage the full participation of Minority, Women, Disadvantaged and People with Disabilities Business Enterprise in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

- C. Policy Elements

- 1. The Contractor agrees to ensure that Minority, Women, Disadvantaged and Persons with Disabilities Business Enterprises, as defined in **Chapter 15 Article V of the City of Houston Code of Ordinance and City of Houston Ordinance 98-1213 and 49 CFR, Part 26**, have a full and fair opportunity to participate in the performance of

City contracts. In this regard, the Contractor shall take all reasonable Good Faith Efforts as defined herein to meet the MWDBE and/or PDBE goal for this contract.

2. The Contractor and any Subcontractor/supplier shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of City contracts.
3. The MWDBE and/or PDBE Participation Plan (**Form MWDBE-2 and/or PDBE-2**) must be submitted with the Proposal.
4. Contractor's performance in meeting the MWDBE and/or PDBE Participation goal will be monitored by the Affirmative Action and Contract Compliance Division (Affirmative Action Division) and/or the administering department.

D. Percentage Goal

The percentage goal for Minority, Women, or Disadvantaged Business Enterprise participation in the work to be performed under this contract is 15 % of Gross Receipts.

E. Proposer's Responsibilities

1. Prior to Award: Proposer must submit a plan ("Plan") setting out how the goal is to be met with the Proposal, both MWDBE Participation Plan and executed letters must be submitted with the completed proposal or bid, which must minimally include:
 - a) MWDBE and/or PDBE Participation Plan (Form MWDBE and/or PDBE-2) – List of proposed Subcontractors and Suppliers. All MWDBE and/or PDBEs listed on these forms must be certified by the Affirmative Action Division prior to the Request for Proposal due date with the following exception: The Affirmative Action Division will consider priority certification of non-certified firms in those cases where the successful proposer proposes the utilization of a firm for a specific capability not found among at least three certified firms.
 - b) Executed Subcontract(s), or Letter(s) of Intent for each MWDBE or PWDBE Subcontractor or Supplier, including:
 1. Name of MWDBE and/or PDBE Subcontractor/Supplier
 2. Description of the Scope of Work to be Performed
 3. Dollar value of each proposed MWDBE and/or PDBE subcontract

or

- c) Documentation of Good Faith Efforts to meet the MWDBE and/or PDBE Goal, if the goal is not met. See Attachment A for minimum standards for Good Faith Efforts. Such documentation shall be presented to the Project Administrator for review by the Affirmative Action Division.

Note 1: Failure to respond within the designated period could result in a finalist being considered non-responsive and the next proposer being considered for award.

Note 2: The Proposer shall adhere to the Plan submitted unless a waiver is received from the Director of the Affirmative Action Division.

Note 3: The Director of Affirmative Action is authorized to suspend any Contractor who has failed to make Good Faith Efforts to meet an established MWDBE and/or PDBE Goal; and to suspend any MWDBE and/or PDBE who has failed to make Good Faith Efforts to meet all requirements necessary for participation as an MWDBE and/or PDBE.

2. Prior to being issued a Notice to Proceed or other notification to begin the work, the successful proposer shall execute written contracts with all of its MWDBE and/or PDBE Subcontractors and shall ensure that all such contracts contain the terms set out in Exhibit "L." Contracts (including purchase orders or similar instruments) with MWDBE and/or PDBE suppliers may be issued after the Notice to Proceed, but should incorporate the terms in Exhibit "L."
3. Prior to award, Contractor shall designate an MWDBE/PDBE liaison officer who will administer the Contractor's MWDBE and PDBE programs and who shall be responsible for maintenance of records of Good Faith Efforts to subcontract with MWDBE and/or PDBE subcontractors/suppliers.
4. After award, contractor shall:
 - a. Submit MWDBE and PDBE Utilization Reports, attached herein, to via the MWDBE Management and Contract Compliance System.
 - b. Comply with Form MWDBE-2-MWDBE Participation Plan and PDBE-2-PDBE Participation Plan, unless it has received approval from the Director of Affirmative Action to deviate there from. Approval will not be reasonably withheld.
 - c. Upon approval of the Director of Affirmative Action, make Good Faith Efforts to replace a certified MWDBE and/or PDBE Subcontractor/Supplier that is displaced, for any reason, with another certified MWDBE and/or PDBE
 - d. Submit all disputes with MWDBE and/or PDBE Subcontractors/Suppliers that are unable to resolved by the Affirmative Action Division to binding arbitration as set out in the City's Affirmative Action and Contract Compliance Division, Minority/Women Business Enterprise (MWDBE) Procedures and Persons with Disabilities Business Enterprise (PDBE) Procedures.
 - e. Make timely payments to all persons and entitles supplying labor, materials, or equipment for the performance of the contract; and agree to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. [Disputes relating to payment of MWDBE and/or PDBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWDBE and/or PDBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract.]
- F. Eligibility of MWDBEs and/or PDBEs
 1. To ensure that the MWDBE and/or PDBE program benefits only those firms that owned and controlled by a minority person(s), a woman (women) or disadvantaged person, or a person with a disability, the Affirmative Action Division will certify the eligibility of MWDBE and/or PDBE Subcontractors/Suppliers. Contact the Affirmative Action Division at (713) 837-9000 for information regarding

certification.

2. The Affirmative Action Division publishes and maintains a Minority, Women and Disadvantaged Business Enterprise and PDBE Directory. This Directory is available from the Affirmative Action Division for Contractor use.

Note: All MWDBE, even if certified by another agency, must be certified by the Affirmative Action Division in order to qualify for attainment of the MWDBE goal.

G. Determination of MWDBE and PDBE Participation

MWDBE and/or PDBE participation shall be counted toward meeting the MWDBE and/or PDBE goal in accordance with the following:

1. Once a firm is certified as an MWDBE and/or PDBE, the total dollar value of the subcontract awarded to the MWDBE and/or PDBE is counted toward the MWDBE and/or PDBE participation goal.
2. **When a Contractor or Subcontractor organizes a joint venture with one or more MWDBE and/or PDBE to satisfy its MWDBE and/or PDBE goal, the Director of Affirmative Action shall determine the percent of participation resulting from such joint venture to be counted toward the MWDBE and/or PDBE goal.**
3. Contractor may count toward its MWDBE and/or PDBE subcontractors/suppliers performing a Commercially Acceptable Function.
 - a. **COMMERCIALLY ACCEPTABLE FUNCTION** means a discrete task or group of tasks, the responsibility for performance of which shall be discharge by the MWDBE and/or PDBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MWDBE and/or PDBE is responsible. Without limiting the generality of the foregoing, and MWDBE and/or PDBE will not be considered to be performing a commercially acceptable function if it subcontracts, to non-MWDBE and/or PDBE firms, more than 50% of a contract being counted toward the applicable participation goal, unless such subcontracting in excess of 50% has been expressly permitted by the Director of Affirmative Action in a written waiver of this requirement. A waiver shall be granted upon demonstration that the industry standard for the type of work involved is to subcontract over 50% of the work.

H. **Compliance of the Contractor**

To ensure compliance with MWDBE and/or PDBE requirements, the Affirmative Action Division will monitor contractor's efforts regarding MWDBE and/or PDBE Subcontractors/Suppliers during the performance of this Contract. This may be accomplished through the following: job site visits, reviewing of records and reports, interviews of randomly selected personnel.

I. **Records and Reports**

1. Contractor shall submit an initial report 40 days after the contract begins, and each

reporting period thereafter, outlining MWDBE and/or PDBE participation until all MWDBE or PDBE subcontracting or material supply activity is completed. The reports will be due on the 15th day following each period. The MWDBE and/or PDBE Utilization Report, herein attached, is to be used for this reporting. This form may be reproduced by the contractor from the enclosed copy.

2. Contractor shall maintain the following records for review upon request of the Affirmative Action Division:
 - a. Copies of Subcontractor agreements and purchase orders as executed,
 - b. Documentation of payments and other transactions with MWDBE and/or PDBE Subcontractors/Suppliers;
 - c. Appropriate explanations of any changes or replacements of MWDBE and/or PDBE Subcontractors/Suppliers;

Note: All replacement MWDBEs and/or PDBEs must be certified by the Affirmative Action Division.

3. If the MWDBE and/or PDBE goal is not being met, the quarterly report shall include a narrative description of the progress being made in MWDBE and/or PDBE participation. Reports are required when no activity has occurred in a reporting period.
4. All such records must be retained for a period of four years following completion of the Work and shall be available at reasonable times and places for inspection by authorized representatives of the City.

IV. Sanctions

A. General

Pursuant to Section 15-86 of the Code Ordinances, the Director is authorized to suspend for a period of up to, but not to exceed, five years, and Contractor who has failed to make Good Faith Efforts or who has failed to comply with its submitted Plan pursuant to Section 15-85 unless a waiver has been granted from engaging in any contract with the City. The Director is also authorized to suspend any MWDBE and/or PDBE who has failed to make Good Faith Efforts from engaging in any contract affected by Article V of Chapter 15 of the code of Ordinances for a period of up to, but not to exceed five years.

B. Guidelines for imposition of sanctions

1. General

- a. No suspension shall be imposed by the Director except upon evidence of specific conduct on the part of an MWDBE, PDBE or a Contractor that is inconsistent with or in direct contravention of specific applicable requirements for Good Faith Efforts.
- b. Imposition and enforcement of suspensions shall be consistent with applicable state law.

2. Severity of sanctions

In determining the length of any suspension, the Director shall consider the following factors:

- a. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor, MWDBE and/or PDBE of the duties imposed on them by Article V of Chapter 15 of the Code of Ordinances and these Procedures;
- b. The number of specific incidences of failure by the Contractor or MWDBE and/or PDBE to comply;
- c. Whether the contractor, MWDBE and/or PDBE has previously suspended;
- d. Whether the contractor, MWDBE and/or PDBE has failed or refused to provide the Director with any information requested by the Director or required to be submitted to the Director pursuant to law or these Procedures;
- e. Whether the contractor, MWDBE and/or PDBE has materially misrepresented any applicable facts in any filing or communication to the Director; and
- f. Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

3. Suspensions may be for any length of time not to exceed five years. Suspensions in

excess of one year shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the Contractor, MWDBE and/or PDBE has been previously suspended, or other similarly egregious conduct.

C. Delegation

A decision to implement a suspension may be taken after notice and an opportunity for a hearing by the Director or by another impartial person designated by the Director for that purpose. The Director or other person conducting the hearing shall not have participated in the actions or investigations giving rise to the suspension hearing.

D. Notice

1. Prior to the imposition of any suspension, the Director shall deliver written notice to the Contractor, MWDBE and/or PDBE setting forth the grounds for the proposed suspension and setting a date, time and place to appear before the Hearing Officer for a hearing on the matter.
2. Any notice required or permitted to be given hereunder to any Contractor or MWDBE and/or PDBE may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the Affirmative Action and Contract Compliance Division or in the Contract if no address is on file with the Affirmative Action and Contract Compliance Division.

E. Hearing Procedures

Proceedings before the Director or other hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witnesses. The burden shall be upon the City by a preponderance of evidence. The decision shall be reduced to writing and notice provided to the Contractor, MWDBE and/or PDBE.

F. Appeals

Appeals authorized pursuant a Section 15-86(b) of the Code of Ordinances shall be conducted by an arbitrator who shall act as the hearing officer. Alternatively, an appeal may be taken to City Council, subject to the appellants' compliance with Rule 12 of the City Council Rules of Procedure. Appeals shall be initiated by filing a written notice of appeal with the Director no later than fifteen days following the mailing of notice of the decision of the Director, and the appeal notice shall state whether the appeal is requested to City Council or to an arbitrator. If an arbitration appeal is requested, then the arbitrator shall be selected as provided in Section 9 of these Procedures. The arbitrator's or City Council's decision, as applicable, shall be final. The Director shall determine whether to suspend his or her order pending an appeal, taking into account the criteria set forth in Section 6(B)(2) of these Procedures.

ATTACHMENT "A"
 CITY OF HOUSTON
 SCHEDULE OF M/WBE PARTICIPATION

PROJECT NAME & NUMBER: _____

PRIME CONTRACTOR: _____

LIAISON/PHONE: _____

NAME OF MINORITY/WOMEN/ DISADVANTAGED FIRM	ADDRESS OF FIRM	DESCRIPTION OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT
TOTALS				

\$ _____
 Total Contract Amount

_____ %
 M/WDBE Goal

\$ _____
 M/WDBE Subcontract Amount

_____ %
 M/WDBE % of
 Total Contract Amount

The undersigned will enter into a formal agreement with M/WDBE firms for work listed in this schedule contingent upon being awarded a contract for the above-referenced project.

Note: All firms listed above must be certified by the City of Houston Affirmative Action and Contract Compliance Office to be counted toward the M/WDBE participation goal.

 Signature

 Name

 Title

Note: This form is to be submitted with the Letter of Intent and Completed Bid or Proposal.

ATTACHMENT "C"
SAMPLE LETTER OF INTENT

Deleted:

... [1]

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/WDBE Goal _____ %

_____ agrees to enter into a contractual agreement
with _____, who will provide the following goods/services in
connection with the above-referenced contract:

_____ for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's
Affirmative Action and Contract Compliance Office to function in the aforementioned capacity.

Prime Contractor

M/W/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/WDBE participation section of the City of Houston bid provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/DBE Subcontractor)

Printed Name

Printed Name

Title

Date

Title

Date

ATTACHMENT "D"
 CITY OF HOUSTON
 Affirmative Action and Contract Compliance
 M/W/DBE Utilization Report

Report Period _____

PROJECT NAME & NUMBER _____

AWARD DATE: _____

PRIME CONTRACTOR _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/W/DBE GOAL: _____

AMT. PAID BY CITY TO DATE: _____

Use additional pages if needed.

Submit by the 15th day following the Affirmative Action Division

M/W/DBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
TOTALS							

Provide support documentation on all revenues paid M/W/DBEs to reflect up/down variances on contract amount

end of the report period to:

Attn: Lakesha Runnels
 611 Walker, 7th Floor
 Houston, Texas 77002
 Fax: (713) 837-9055
 or by e-mail to www.mwdbe.com

EXHIBIT L
M/W/DBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and ; which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT M

AFFIDAVIT OF OWNERSHIP OR CONTROL

AFFIDAVIT OF OWNERSHIP OR CONTROL

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

City Council desires to know the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-121 – 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where the contacting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

Contracting Entity

Name: _____

Business Address [No./STREET] _____

[CITY/STATE/ZIP Co] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

5% Owner(s) (IF NONE, STATE "NONE.")

Name: _____

Business Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [DESCRIBE]

Orig. Dept.: _____ File/I.D. No.: _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT N

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the bid package or proposal. Any questions about filling out this form should be directed to your attorney.

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

EXHIBIT O

**CITY OF HOUSTON
FAIR CAMPAIGN ORDINANCE
CONTRACT REQUIREMENTS**

EXHIBIT O

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

Orig. Dept.: _____

File/I.D. No.: _____

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01

