SUPPLY CHAIN MANAGEMENT ("SCM")	HOUSTON AIRPORT SYSTEM ("HAS") IAH RETAIL PACKAGE THREE NOTICE REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: H08-IR3-2015-005	"WE EXIST TO CONNECT THE PEOPLE, THE BUSINESS, THE CULTURES AND THE ECONOMIES OF THE WORLD TO HOUSTON"

SOLICITATION DUE DATE/TIME: Wednesday, October 1, 2014 AT 2:00 P.M., CST

SUBMITTAL LOCATION:

Houston Airport System
Supply Chain Management Office
18600 Lee Road
Humble, Texas 77338

DESCRIPTION RETAIL CONCESSIONS FOR GEORGE BUSH INTERCONTINENTAL AIRPORT (PACKAGE 3)

PRE-PROPOSAL CONFERENCE:	DATE	TIME	LOCATION:
	Tuesday, August 26, 2014	10:00 A.M.	SUPPLY CHAIN MANAGEMENT OFFICE CONFERENCE ROOM 104 18600 LEE ROAD HUMBLE, TX. 77338

This Proposal is Available on the Internet from: www.fly2houston.com under the Doing Business tab, "Doing Business with HAS".

The Houston Airport System ("HAS") provides a safe and dynamic air services network that fosters economic vitality for the transportation industry and the greater Houston region.

To bring air service to Houston's population of more than 5.9 million, HAS operates the City of Houston's three (3) major Airports:

- George Bush Intercontinental Airport/Houston (IAH)
- William P. Hobby Airport (HOU)
- Ellington Airport (EFD)

The three-airport system served more than 50 million passengers in 2013, including more than 8.9 million international travelers. HAS forms one of North America's largest public airport systems and positions Houston as the international passenger and cargo gateway to the south central United States and is a primary gateway to Latin America.

HAS is seeking proposals ("Proposals") for Retail Concessionaires to develop and operate retail concession packages at George Bush Intercontinental Airport.

In the event you do not have download capability, the RFP may also be obtained from the Houston Airport System, Supply Chain Management Office, 18600 Lee Road, Humble, Texas 77338.

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the Supply Chain Management Office of the Houston Airport System at the above specified location, until the time and date cited. Proposals must be in the actual possession of the Supply Chain Management Office on or prior to the time and date, and at the location indicated above. Late Proposals will not be considered.

Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All Proposals must be completed in ink or typewritten. Additional instructions for preparing a Proposal are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Elnora Williams HAS Sr. Procurement Specialist	HAS Chief Procurement Officer
Elnora.Williams@houstontx.gov E-Mail Address	8/08/2014 Date

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1.0 SPECIAL INSTRUCTIONS TO PROPOSERS

1.1 SUBMITTAL PROCEDURE

1.1.1 Ten (10) printed copies of the Proposal, including one (1) printed original signed in BLUE ink, marked as "Original", as well as one (1) complete electronic copy on memory stick, labeled with the appropriate RFP name and number that includes a complete copy of all information in the printed original in a pdf format. Each Proposal must be submitted on 8½" x 11" single-sided, single or double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

1.1.1.1 Proposer is required to submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and three (3) copies of its Financial Statements with its Proposal.

1.1.1.2 Proposal(s) shall be submitted in a sealed envelope(s) or package(s) bearing the assigned Solicitation Number, located on the first page of the RFP document to:

Houston Airport System
Supply Chain Management Office
Attn: Elnora Williams
18600 Lee Road
Humble, Texas 77338

The envelope(s) or package(s) should clearly identify the name and address of the Proposer and indicate the contents to be: "Response to RFP - Retail Concessions for George Bush Intercontinental Airport (Package 3).

1.1.2 The deadline for the submittal of the Proposal to the Houston Airport System, Supply Chain Management Office is no later than the date and time indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

1.1.3 Proposers may elect to either mail or personally deliver their Proposals to the Supply Chain Management Office.

1.1.4 HAS bears no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the Supply Chain Management Office any time prior to the stated deadline.

1.1.5 If there are differences between the printed copies of the Proposal and the electronic copies of the Proposal, the printed, original shall govern.

1.2 PROPOSAL FORMAT

1.2.1 The Proposal should be prepared (without variance) in the format described, electronically generated, and the printed original signed in BLUE ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential. The City shall not be responsible for any costs incurred by Proposers in the preparation or delivery of Proposals.

1.2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer, and must contain a statement that the Proposal and the financial offer(s) contained therein shall remain firm for a period of one hundred-eighty (180) days, unless the parties mutually agree to an extension of time in writing.

1.3 PRE-PROPOSAL CONFERENCE AND TOUR

1.3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by HAS.

1.3.2 Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Proposal Conference will be confirmed in writing by Letters(s) of Clarification (LOC) prior to the Proposal due date. Verbal responses will not alter the specifications, terms, and conditions as stated herein.

1.3.3 A tour of George Bush Intercontinental Airport will be scheduled for all interested parties. The tour will take place immediately following the pre-proposal meeting. The tour is not mandatory. In order to facilitate security clearance for participants, HAS requests that interested parties advise HAS of their intention to participate in the tours.

To register for the tour, complete and fax the attached Registration Form (**EXHIBIT XI**) no later than 2:00 p.m. local time **Wednesday, August 20, 2014** to:

Houston Airport System
Attn: Elnora Williams
281/230-8094 fax

1.3.4 In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in the tour because of a disability shall contact Elnora Williams, not later than five (5) days prior to the tour at 281/230-8024 or by email (preferred method) to: Elnora.Williams@houstontx.gov.

1.4 TOUR SECURITY PROCEDURES

1.4.1 Parties interested in attending a pre-proposal tour must sign up by Wednesday, August 20, 2014 in order to participate. Submit the Registration Form (**EXHIBIT XI**) as instructed above. (If one does not wish to participate in the tour, then pre-registration is not required.) Attendees are requested to limit the number of tour attendees to no more than two (2) people per business.

1.4.2 For security purposes, attendees who wish to participate on the tour must bring current picture identification, such as a driver's license or passport to the tour, and submit to security screening.

1.5 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

1.5.1 Requests for additional information and questions should be addressed to the Houston Airport System, Supply Chain Management, Elnora Williams, e-mail Elnora.Williams@houstontx.gov, no later than Tuesday, September 2, 2014 at 2:00 P.M. CST. HAS shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and posted on HAS website www.fly2houston.com. Proposer(s) shall be notified by LOC of any changes to the specifications and the LOC will be posted on HAS website www.fly2houston.com, under the Doing Business tab, "Doing Business with HAS". It is the Proposer(s) responsibility to ensure that they secure all correspondence.

1.6 LETTER(S) OF CLARIFICATION

1.6.1 All letters requesting clarification or interpretation of this RFP shall be in writing. Any LOC or interpretation that is not in writing shall not legally bind HAS. Only information supplied by HAS in writing or in this RFP should be used in preparing Proposal responses. All contacts that any Proposer may have had before or after receipt of this RFP with any individual, employees, or representatives of HAS and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

1.6.2 HAS does not assume responsibility for the receipt of any LOC posted on HAS website.

1.7 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1.7.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

1.7.2 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 RFP.

1.8 EXCEPTIONS TO TERMS AND CONDITIONS

1.8.1 Any exceptions to the terms and conditions of the RFP shall be raised by Proposers during the questions and answer period for this RFP. Any changes to be made by HAS shall be issued by LOC prior to the Proposal Due Date.

1.8.2 All Exceptions that are contained in a Proposal may negatively affect HAS's evaluation of the Proposal based on the evaluation criteria as stated in the RFP, or result in possible rejection of the Proposal.

1.9 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

1.9.1 It is HAS's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. HAS reserves the right to conduct post-proposal discussions with any Proposer(s).

1.10 PROTEST

1.10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the Solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

1.10.1.1 A protest shall include the following:

(1) The name, address, e-mail, and telephone number of the protester;

(2) The signature of the protester or its representative who has the delegated authority to legally bind the person protesting;

(3) Identification of the solicitation description and the solicitation or contract number;

(4) A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

(5) The desired form of relief or outcome, which the protester is seeking.

1.11 NO CONTACT PERIOD

1.11.1 Neither Proposer(s) nor any person acting on Proposer(s)' behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated HAS Solicitation Contact Person identified on the first page of the Solicitation. Upon issuance of the Solicitation through the pre-award phase and up to the date the City Secretary publicly post notice of any City Council agenda containing the applicable award, aside from Proposer's formal response to the Solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

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2.0 UNIFORM INSTRUCTIONS TO PROPOSERS

2.1 This RFP does not commit HAS 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.

2.2 The Proposals will become part of HAS's official files without any obligation on HAS's part. All Proposals shall be held confidential from all parties other than HAS until after the contract(s) is/are awarded. Afterward, the Proposals shall be available to the public.

2.3 HAS shall not be held accountable if material from Proposals is obtained without the written consent of the Proposer by parties other than HAS, at any time during the Proposal evaluation process.

2.4 In the event a Proposer submits trade secret information to HAS, the information must be clearly labeled as a ***"Trade Secret."*** HAS will maintain the confidentiality of such trade secrets to the extent provided by law.

2.5 Proposer(s) 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).

2.6 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, HAS can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.

2.7 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.

2.8 The RFP and the related responses of the selected Proposer(s) ("Selected Proposer(s)") will by reference become part of the contract(s) ("Agreements") between the Selected Proposer(s) and HAS. In the event an Agreement cannot be agreed with the Selected Proposer(s), HAS reserves the right to select an alternative Proposer(s). HAS reserves the right to negotiate with alternative Proposer the exact terms and conditions of the Agreement to be awarded.

2.9 Proposer(s), 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 RFP at the time a Proposal is submitted to HAS.

2.10 The Agreement shall become effective on or about January 1, 2015, for a term of ten (10) years.

2.11 Clerical support and reproduction of documentation costs shall be the responsibility of the Proposers. If required, such support and costs shall be defined in the negotiated Contract.

2.12 Selected Proposer's personnel essential to the continuity, and the successful and timely completion of the Contract should be available for the duration of the Contract Term unless substitutions are approved in writing by HAS Project Manager.

2.13 The Selected Proposer(s) will be expected to adhere to all standard contractual requirements of HAS which shall include, but are not limited to, provisions for: Time Extensions; 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.

2.14 HAS may terminate its performance under a contract in the event of a default by the Selected Proposer(s) and a failure to cure such default after receiving notice of default from HAS. Default may result from the Selected Proposer(s) failure to perform under the terms of the Contract or from the Selected Proposer(s) becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed. A contract may also be terminated for convenience.

2.15 Selected Proposer(s) must promptly report to HAS Project Manager any conditions, transactions, situation, or circumstances encountered by the Selected Proposer(s) that would impede or impair the proper and timely performance of the Contract(s) to be awarded.

2.16 HAS has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

2.17 HAS reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.

2.18 HAS reserves the right to request clarification of any Proposal after it has been received.

2.19 HAS reserves the right to select elements from different Proposals and to combine and consolidate them in any way that best serves HAS's interest. HAS reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. HAS reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.

2.20 The Selected Proposer(s) must furnish a "Certificate of Registration" that authorizes them to conduct business in the State of Texas prior to the awarding of the Contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

2.21 After Contract execution, the Selected Proposer(s) shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between HAS and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from HAS Project Manager.

2.22 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.

2.23 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 provide another process comparable to that which is required and which is acceptable to HAS, all at no additional cost or liability to HAS.

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3.0 GENERAL TERMS AND CONDITIONS

3.1 INDEMNITY AND RELEASE

3.1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

3.1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

3.1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

3.1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.2 INDEMNIFICATION PROCEDURES

3.2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

3.2.1.1 A description of the indemnification event in reasonable detail,

3.2.1.2 The basis on which indemnification may be due, and

3.2.1.3 The anticipated amount of the indemnified loss.

3.2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.2.3 Defense of Claims.

3.2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.3 INSURANCE REQUIREMENTS

3.3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

3.3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.3.2.1.1 $500,000 per occurrence

3.3.2.1.2 $1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.3.2.2 Workers' Compensation:

3.3.2.2.1 Amount shall be statutory amount

3.3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.3.2.3 Automobile Liability (See Note Below):

3.3.2.3.1 $1,000,000 Combined Single Limit per occurrence

3.3.2.3.2 Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.3.2.4 Employer's Liability:

3.3.2.4.1 Bodily injury by accident $100,000 (each accident)

3.3.2.4.2 Bodily injury by disease $100,000 (policy limit)

3.3.2.4.3 Bodily injury by disease $100,000 (each employee)

3.3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

3.3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

3.3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

3.3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor form its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

3.3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

3.3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

3.3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

3.3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.

3.3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

3.3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

3.3.6.9 Joint Venture Partners and Subcontractors: Contractor shall require all joint venture partners, subcontractors or franchisees to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract or joint venture agreement, but in no case less than $500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

3.3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

3.3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

3.3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.4 CONTRACTOR PERFORMANCE LANGUAGE

3.4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

3.5 INSPECTIONS AND AUDITS

3.5.1 HAS representatives shall have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least six (6) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

3.6 INTERPRETING SPECIFICATIONS

3.6.1 *The specifications contained herein are intended to be descriptive rather than restrictive. HAS is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that HAS requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

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

3.7 CONTRACTOR DEBT

3.7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

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4.0 SPECIAL TERMS AND CONDITIONS

4.1 AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISES(ACDBE)

4.1.1 **Policy** The City has established an Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program in accordance with regulations of the U.S. Department of Transportation ("DOT"), 49 CFR Parts 23 and 26. The City has received Federal financial assistance from the DOT and as a condition of receiving this assistance, the City has signed an assurance that it shall comply with 49 CFR Parts 23 and 26, and by executing this Agreement, Concessionaire agrees to comply with that assurance as well as all other applicable assurances. It is the policy of the DOT and the City to ensure that ACDBEs, as defined in Part 23, have the maximum opportunity to receive and participate in the performance of concession contracts and subcontracts at the Airport. Consequently, the ACDBE requirements of 49 CFR Parts 23 (and 26, as applicable) are hereby incorporated by reference in this Agreement. Concessionaire agrees to ensure that ACDBEs have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, the City also shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that ACDBEs have the maximum opportunity to compete for and perform contracts and subcontracts hereunder. The City, Concessionaire and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts or subcontracts under this Agreement.

4.1.1.1 The Director of the Office of Business Opportunities of the Mayor's office is the ACDBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the DOT.

4.1.2 **Nondiscrimination (49 CFR Part 23.9)** This Agreement is subject to DOT's regulations, 49 CFR Part 23. Consequently, the Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

4.1.2.1 The Concessionaire agrees to include the above statements in any subsequent concession agreement, subcontract or contract covered by 49 CFR part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

4.1.3 **Contract Goal** Concessionaire shall make Good Faith Efforts, as defined in City of Houston Ordinance No. 99-893, as amended, and 49 CFR Parts 23 and 26, to ensure that at least **25%** of the Gross Sales under this Agreement are attributable to Certified ACDBEs, as defined in the City's ACDBE Program. In the event that the operation of some concession facilities are subcontracted to a joint venture that is partially owned by a Certified ACDBE, credit towards the Contract Goal will be granted for a percentage of the joint venture's Gross Sales equal to the percentage of the joint venture owned by ACDBEs, if consistent with all relevant FAA regulations, 49 CFR Part 23, City ordinances, and City of Houston Office of Business Opportunities' policies. If the Concessionaire is unable to achieve this goal under joint venture, partnership, franchise, or similar legal arrangement, Concessionaire shall seek to obtain the required ACDBE participation by other means, such as purchase of goods, services, supplies and/or products from Certified ACDBE vendors.

4.1.3.1 The Concessionaire shall submit information concerning the ACDBEs that shall participate in this Agreement. The information shall include the name and address of each ACDBE, a description of the work to be performed by each named firm, the dollar value of the contract or subcontract, Concessionaire's written commitment to use such ACDBEs; and written confirmation from the ACDBEs that they are participants in the contract. If the Concessionaire fails to achieve the contract goal stated therein, it shall be required to provide documentation demonstrating that it made Good Faith efforts.

4.1.3.2 Throughout the Term of this Agreement, Concessionaire agrees that it shall continue to utilize qualified and available ACDBE firms which have been and continue to be certified to fullest extent which is reasonably possible to achieve and to an extent necessary to comply with the above-stated goals.

4.1.3.3 The Concessionaire shall establish and maintain records and submit regular reports, as required by the Director and the Director of the Office of Business Opportunities, which shall identify and assess progress in achieving ACDBE subcontract goals and other ACDBE efforts.

4.1.4 **Compliance** Concessionaire is hereby notified that failure to carry out the Policy, Nondiscrimination, and the Contract Goal provisions as set forth herein, shall constitute a breach of contract which may result in termination of this Agreement or such other remedy as deemed appropriate by the City.

4.1.4.1 Each Agreement year, Concessionaire, no later than sixty days following the end of each such year, shall provide to the Director of the Office of Business Opportunities the following ACDBE information: (i) the name and address of each Certified ACDBE with which it has done business during the past Agreement year; (ii) a description of the nature of the services performed by and/or items purchased from each firm named; and (iii) the dollar value of such services performed by and/or items purchased from each firm named.

4.1.4.2 As may be required by the Director of the Office of Business Opportunities, Concessionaire shall designate an ACDBE liaison officer who will administer the Concessionaire's ACDBE program, and who shall be responsible for maintenance of records of Good Faith Efforts.

4.1.4.3 Concessionaire acknowledges that City may conduct on-site visits to ensure performance of a Commercially Useful Function by ACDBEs.

4.1.5 **Termination of ACDBE Subcontractor** Concessionaire shall not terminate for convenience an ACDBE subcontractor and then perform the work of the terminated subcontract with its own forces or those of an affiliate without the Director of the Office of Business Opportunities prior written consent.

4.1.5.1 When an ACDBE subcontractor is terminated for cause or fails to complete its work under its agreement with Concessionaire for any reason, Concessionaire must notify the Director of the Office of Business Opportunities in writing prior to any such termination of ACDBE Subcontractor's inability or unwillingness to perform, provide reasonable documentation, and must make good faith efforts to find another ACDBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under this Agreement as the ACDBE that was terminated, to the extent needed to meet the contract goal. Concessionaire shall obtain prior written approval of the Director of the Office of Business Opportunities of the substitute ACDBE and provide copies of new or amended subcontracts, and documentation of Good Faith Efforts.

4.1.6 **DBE Obligation (49 CFR Part 26.7)** The City shall never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Parts 23 and 26 on the basis of race, color, sex, or national origin.

4.1.6.1 In administering its ACDBE program, the City shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the ACDBE program with respect to individuals of a particular race, color, sex, or national origin.

4.1.7 Once HAS select the proposer(s), all Joint Venture Agreements must be approved by HAS Office of Business Opportunity prior to submittal for Council approval.

4.2 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

4.2.1 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 into contracts. Therefore, all Proposers 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.

4.2.2 Completion of **Exhibit VI** – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Proposal.

4.3 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

4.3.1 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 V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

4.4 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

4.4.1 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(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

4.5 PROCUREMENT TIMELINE/SCHEDULE

4.5.1 Listed below are the important and estimated completions dates and times for this Request for Proposals (RFP).

4.5.2

EVENT	DATE
Date RFP Issued	August 8, 2014
Pre-Proposal Conference and Tours	August 26, 2014
Questions from Proposers Due to HAS	September 2, 2014
Proposal Due from Proposer(s)	October 1, 2014
Council Agenda Date *(Estimated)*	December 10, 2014
Contract Start Date *(Estimated*)	January 1, 2015

4.6 TIME EXTENSIONS

4.6.1 If HAS requests an extension of time to complete its performance, then the Director may, in his sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing, but does not require amendment of this RFP. Proposers are not entitled to damages for delay(s) regardless of the cause of the delay(s).

4.7 PRE-PERFORMANCE CONFERENCE

4.7.1 Prior to commencing performance under the Contract(s) to be awarded, Selected Proposer(s) shall attend a pre-performance conference with HAS. HAS will specify the time and place of such meeting in a written notice to Selected Proposer(s). Representatives of Selected Proposer(s) attending the pre-performance conference shall include key personnel whom Selected Proposer(s)has assigned to the Contract(s) to be awarded and who shall be authorized to bind Selected Proposer(s) in matters relating to the following pre-performance conference items. However, the Director will have the right to further designate other representatives of Selected Proposer(s) who must attend the pre-performance conference and such designated representatives shall attend. Items to be addressed at the pre-performance conference include the following:

- Contract administration
- Channels of communication
- Review of key personnel
- Organization and function charts reflecting the line of management authority

- Procedures to be used to ensure Contract requirements are met

4.8 SPECIAL PROVISIONS

4.8.1 The Director ("the Director of the Houston Airport System or designee") and Selected Proposer(s) may mutually agree for the provision of other concession services not expressly set forth in the Contract to be awarded under the same terms and conditions as set forth herein, including but not limited to, Percentage Fee, Term, and Termination.

4.8.2 The Selected Proposer(s) shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time.

4.8.3 All of Selected Proposer(s)'s on-site personnel, including subcontractors that perform services under the Contract to be awarded, are required to undergo a fingerprint-base criminal history records check. Fingerprints shall be collected at the Airport Badging Office.

4.8.4 The Selected Proposer(s) shall obtain HAS security badges for all personnel performing services on-site, including subcontractor's personnel. The cost of badges, which is subject to change, is currently $55.00 each at the Airports. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Selected Proposer(s) is responsible for the cost of badges, including replacements thereof. The personnel losing badges will be charged for replacement badges at the then current rate. Badge is valid for one year and renewable at the prevailing cost. Current annual renewal cost for each badge is $16.00.

4.8.5 The Selected Proposer(s) shall display company name on both sides of all commercially owned vehicles and park at their expense in the areas designated by the Director. All transportation activities of the Selected Proposer(s) or its subcontractors necessary to perform under the Contract to be awarded must be provided by the Selected Proposer(s).

4.9 SELECTED PROPOSER'S FINANCIAL OBLIGATION

4.9.1 The Selected Proposer(s) shall make timely payments to all suppliers and/or subcontractors that furnish labor, materials and/or furnishings related to the Contract to be awarded.

4.10 TEXAS DRIVER'S LICENSE

4.10.1 The Selected Proposer's employees performing work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Selected Proposer(s) shall ensure its employees meet this requirement.

4.11 PUBLIC RELATIONS

4.11.1 The Selected Proposer(s) agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airports, or at any City facility, except when requested to do so by the Director.

4.12 COMPETENCY OF PROPOSER

4.12.1 The receipt and opening of a proposal shall not be construed as an acceptance of the Proposer as qualified and responsible. HAS reserves the right to determine the competency and responsibility of the Proposer from information submitted with the proposal and verification of the Proposer's qualifications from other sources.

4.13 DISQUALIFICATION OF PROPOSER

4.13.1 Although not intended to be an exhaustive list of causes for disqualification, one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proposer and the rejection of its proposal.

- Evidence of collusion among Proposers
- Default on a previous project for failure to perform
- Failure to meet Minimum Qualifications requirements

To simplify the review process and to obtain the maximum degree of comparability, each Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

4.14 LIMITATION ON CONSIDERATION FOR PACKAGES

4.14.1 The City is simultaneously issuing RFPs for three (3) retail concession packages for IAH.

4.14.2 Award Limitations on IAH RFP Retail Packages 1 through 3: A Proposer may submit a Proposal for any or all of the three (3) IAH Retail RFPs. The City will review all Proposals submitted in response to all IAH RFPs. However, no Proposer or an entity comprising Proposer, such as a joint venture partner, will be selected for award of more than one (1) Agreement resulting from IAH RFP Retail Packages 1 through 3. This limitation will be implemented in the following manner:

4.14.3 Proposer shall complete and submit with its Proposal **EXHIBIT XVI**, on which Proposer shall prioritize its preference for operating packages 1, 2, or 3 if selected by the City to do so.

4.14.4 The evaluation committee will review and score responsive and responsible Proposals submitted for each Retail RFP Packages 1 through 3 in sequential order. Proposals will be ranked based on the scores assigned by the evaluation committee.

4.14.5 In the event a Proposer receives the highest total score for more than one RFP (nos. 1-3), the City will recommend such Proposer for award of the Agreement ranked highest by Proposer on Preference Award Form **EXHIBIT XVI**.

4.14.6 **Example**: Proposer submits Preference Award Form **(EXHIBIT XVI)** ranking its preferred packages as follows: 3-1-2 and submits a proposal for all three packages. Proposer receives the highest score for all three packages. The City recommends Proposer for award of Agreement for Package 3.

4.15 PROHIBITION ON EXCLUSIVE SUBCONCESSIONAIRE AGREEMENTS

4.15.1 The City's public procurement process fosters effective broad-based competition for public procurement within the free enterprise system. The City believes that exclusivity arrangements between prime concessionaires and subconcessionaires during the procurement process are inconsistent with this objective. Accordingly, Proposer may not take steps to restrict the ability of any subconcessionaire or potential subconcessionaire to participate as a subconcessionaire, with like brands or concepts or otherwise, to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Retail RFP issued by the City contemporaneously herewith. Proposer shall submit with its proposal **EXHIBIT XVIII** – "Certification Regarding Exclusive Subconcessionaire Agreements", contained in this RFP, **FULLY EXECUTED BY PROPOSER AND ALL OF ITS SUBCONCESSIONAIRES**.

4.16 CENTRALIZED RECEIVING

4.16.1 The City will be implementing and providing a Central Receiving and Distribution Center during the entire term of this Concessions Agreement for security reasons and operational efficiencies. The City will sub-contract the management and operation of the Central Receiving and Distribution Facility to a third party contractor selected and approved at the sole discretion by the City. Participation in the Central Receiving and Distribution Center is mandatory.

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PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: H08-IR3-2015-005

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

5.0 PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

5.1 TITLE PAGE

5.1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), the Package for which the Proposer is submitting a response, and the date of the Proposal.

5.2 OFFER & SUBMITTAL FORM

5.2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE PROPOSED PERCENTAGE OF FEE RATES CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS. **(EXHIBIT I)**

5.3. LETTER OF TRANSMITTAL

5.3.1 A letter of transmittal, limited to three (3) pages shall include:

5.3.1.1 The names, titles, addresses, email addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer. The letter should also include the name, title, address, email address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications will be directed by the City concerning this procurement, if that person is different from the person executing the letter.

5.3.1.2 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

5.3.1.3 A brief history of the Proposer, the Proposer's understanding of the services to be provided and the Proposer's approach to providing the services solicited in this RFP.

5.3.1.4 The type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proposer.

5.4 DETAILED EXECUTIVE SUMMARY

5.4.1 The purpose of the Detailed Executive Summary is to provide an overview of the Proposer's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

5.4.1.1 Complete legal name of the Proposer and the name of the legal entities that comprise the Proposer. The Proposer must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

5.4.1.2 The general and specific capabilities and experience of the Proposer's Team. Each Proposer must identify examples where team members have worked to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

5.4.1.3 A description of the Proposer's plan for complying with the City's ACDBE goals. This section should include detailed information regarding the essential subconcessionaire the Proposer intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proposer must provide a letter from each essential subconcessionaire indicating that the firm concurs with the role and responsibility Proposer has described;

5.5 PROPOSAL GUARANTEE

5.5.1 A certified or cashier's check for **$50,000.00** issued by a solvent bank, payable to the Houston Airport System shall be the Proposer's good faith deposit.

5.5.2 The certified or cashier's check shall be given as security to guarantee that if the Proposer's Proposal is accepted, the Proposer will furnish HAS with the required Performance Security, insurance, and signed Contract documents prior to submission of the Contract(s) for City Council consideration. Upon City Council approval of a Concession Contract, all good faith deposits will be returned to all Proposers. If the Selected Proposer(s) fail(s) to enter into the Retail Concession Contract(s) or furnish the required performance security and insurance documents, the Proposer(s)'s good faith deposit(s) may be cashed and retained by HAS.

5.6 CUSTOMER SERVICE/MANAGEMENT AND OPERATIONS PLAN

5.6.1 Proposers shall submit a customer service/management and operation plan per **ATTACHMENT A,** Scope of Work, Section 1.11.

5.6.1.1 Proposer shall submit **EXHIBIT XIV,** to support business plan proposed per **ATTACHMENT A,** Scope of Work, Section 1.11.

5.7 CONCEPT DEVELOPMENT AND MERCHANDISE MIX

5.7.1 Proposer shall submit Concept Development and Merchandise Mix per **ATTACHMENT A,** Scope of Work, Sections 1.21 and 1.22. **(EXHIBIT XIII)**

5.8 DESIGN, MATERIAL AND SUSTAINABLITY

5.8.1 Proposer shall submit physical design and construction of the proposed locations per **ATTACHMENT A,** Scope of Work, Section 1.13.

5.9 BACKGROUND AND EXPERIENCE

5.9.1 Proposer shall submit overall background and experience per **ATTACHMENT A,** Scope of Work, Section 1.14 and Experience and Qualification Statements **(EXHIBIT X).**

5.10 COMPENSATION TO CITY

5.10.1 Proposers shall propose Percentage Fee Rate(s) **(EXHIBIT III)**

5.11 FINANCIAL CAPABILITY OF PROPOSER

5.11.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your Dunn & Bradstreet Report or Federal Tax Forms filed with the Internal Revenue Service (IRS) for the past two years.

5.12 ACDBE PLAN

5.12.1 Proposer should submit a proposed ACDBE Plan using **EXHIBIT II**, Airport Concessions Disadvantaged Business Enterprise (ACDBE) Forms.

6.0 OTHER CONTENT REQUIREMENTS

6.1 Fair Campaign Ordinance Form "A" **(EXHIBIT V)**

6.2 Affidavit of Ownership or Control **(EXHIBIT VI)**

6.3 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" **(EXHIBIT VII)**

6.4 Anti-Collusion Statement **(EXHIBIT VIII)**

6.5 Conflict of Interest Questionnaire **(EXHIBIT IX)**

6.6 Pre-Proposal Tour Registration Form **(EXHIBIT XI)**

6.7 Contact Directory Form **(EXHIBIT XV)**

6.8 Preference Award Form **(EXHIBIT XVI)**

6.9 List of References **(EXHIBIT XVII)**

6.10 Exclusive Subconcessionaire Agreements Certification **(EXHIBIT XVIII)**

6.11 Acknowledgment of Insurance and Bonding Requirements **(EXHIBIT XIX)**

6.12 Proof of Insurance and Bonding Capacity **(EXHIBIT XX)**

6.13 Required Proposal Submittal Check Sheet **(EXHIBIT XXII)**

6.14 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information

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7.0 EVALUATION AND SELECTION PROCESS

7.1 EVALUATION SUMMARY

7.1.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements. Proposals from Proposers that meet the Minimum Qualifications will be evaluated. HAS, at its sole discretion may choose to develop a shortlist of Proposers for further consideration. Shortlisted Proposers may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to HAS. At the end of the oral presentation and/or interview, the evaluation of the shortlisted Proposers will be completed. The oral presentations, demonstrations, and/or interview may be recorded and/or videotaped.

7.2 SELECTION PROCESS

7.2.1 The award of this Contract(s) will be made to the Proposer(s) offering the response(s) that best meet the needs of HAS. HAS may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required retail services. The Proposer(s) shall furnish to HAS such data as HAS may request for this purpose. HAS reserves the right to reject any Proposal if the evidence submitted by or the investigation of a Proposer fails to satisfy HAS or a Proposer is deemed unqualified to provide the services contemplated. HAS is **not** required to select the proposal(s) with the highest proposed percentage fee rates.

Proposals will be evaluated on the basis of the following evaluation criteria:

7.2.1.1 **Customer Service/Management and Operation Plans** **25 PTS**

This criterion considers the customer service program, how Proposer plan to participate in HAS Customer Service Program employee training and adhere to “Houston Friendly Standards”.

This criterion considers, but is not limited to the business plan for completeness, overall quality of approach in the management of several retail locations, range of resources, technical expertise, product and pricing plan, generation of revenue and projections, staffing levels, corporate management support, inventory logistics and facility maintenance schedules. The evaluation of key personnel will be based upon their experience to provide the required retail services for projects similar in size and scope, their education and professional credentials, reputation in the industry, and references provided.

7.2.1.2 **Concept Development and Merchandise Mix** **25 PTS**

This criterion includes, but is not limited to, factors such as variety of concepts; variety of service types; presentation of International, National or Regional concepts, themes and products; general price levels; innovation, breadth and depth of product offerings; extent of Prominent and Recognizable branding; and compatibility with the merchandising plan.

7.2.1.3 **Design, Material and Sustainability** **15 PTS**

This criterion considers the physical design and construction of the proposed retail locations and includes, but is not limited to, factors such as

innovation: creativity of design concepts, quality of materials, sustainable materials, recycled materials, energy conservation (LED lighting) and natural light, floor plans, presentation of themes, circulation and queuing, graphics and signage, and visual interest.

7.2.1.4	**Background and Experience** This criterion considers the demonstrated number of years and extent of Proposer's and sub-concessionaire's prior experience in operating retail concessions in similar size venues. The quality and timeliness of the Proposers past performance on previous contracts of similar size and scope will also be considered.	**15 PTS**
7.2.1.5	**Compensation to City** This criterion considers the competitive merchandise category/revenue tiers proposed percentage fee rates.	**10 PTS**
7.2.1.6	**Transition Plan** This criterion considers the phasing plan to develop and implement the proposed retail program to meet deadlines and construction schedules set forth in the transition plan.	**10 PTS**
7.2.1.7	**Financial Capability of Proposer** This criterion is based on the strength of the Proposer's financial statements and other required financial information.	**Pass/Fail**
7.2.1.8	**ACDBE Participation** This criterion is based on the Proposer's Airport Concessions Disadvantaged Business Enterprise Plan submitted.	**Pass/Fail**
	TOTAL SCORE	**100 PTS**

HAS may solicit from other departments of the City, other government agencies, or any other available sources, relevant information concerning the Proposer's record of past performance.

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ATTACHMENT A
SCOPE OF WORK - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

1.0 SCOPE OF WORK

1.1 GENERAL OVERVIEW

1.1.1 Qualified parties are invited to submit proposals to develop and operate retail concession packages at George Bush Intercontinental Airport: Retail Package IAH 1; Retail Package IAH 2; and Retail Package IAH 3. Parties may propose on all three packages however, a single respondent will not be awarded more than one package.

1.1.1.1 Proposer shall complete and submit with Proposal **EXHIBIT XVI,** on which Proposer shall prioritize its preference for operating IAH Retail Packages 1 - 3.

1.1.2 The goals of the concession program are to:

1.1.2.1 Provide first-class service and a broad variety of quality merchandise at reasonable prices to travelers and Airport users

1.1.2.2 Provide innovative facility designs that complement the design of the terminal

1.1.2.3 Provide business opportunities for Airport Concession Disadvantaged Business Enterprises ("ACDBE")

1.1.2.4 Optimize concession sales and Airport revenues; and

1.1.2.5 Provide uninterrupted service to the traveling public during all phases of the renovation and expansion program at the Airport.

1.2 GENERAL INFORMATION

1.2.1 **Enplanement and Sales History**

IAH	FY 2010	FY 2011	FY 2012	FY2013	*FY2014
Enplanements Activity	20,133,111	20,203,358	20,145,587	19,787,885	18,257,524
Gross Retail Sales	$31,975,255	$35,860,995	$39,745,430	$42,432,417	$40,680,986
Gross Duty Free Sales	$6,739,779	$8,417,132	$9,103,167	$9,749,815	$11,303,242

The fiscal year runs from July through June. *FY2014 are unaudited sales.

1.2.1.1 Sales history by location is provided in **ATTACHMENT "B"**.

1.2.2 **Airport Improvement Projects**

1.2.2.1 The Houston Airport System (HAS) and United Airlines, Inc. (United), in consultation with the foreign flag airlines at George Bush Intercontinental Airport/Houston (IAH), have reached an agreement regarding the redevelopment of Terminals B, C and D to support international air service. The project will consist of several components and is expected to be constructed over several years (a precise schedule has not been developed at this time).

1.2.2.2 Terminal B North Pier

United will construct and operate a new 11-gate pier on the north side of Terminal B. This pier has been planned for some time as part of United's phased redevelopment of Terminal B, which started with the completion of the new Terminal B South Concourse. The pier will connect to gates C24-C27 in Terminal C. The Terminal B pier is anticipated to be completed by the end of 2016. United will be responsible for the concession program in the Terminal B pier, so all locations are excluded from the scope of this RFP.

1.2.2.3 Terminal C North Redevelopment

Upon completion of the Terminal B North Pier, United will vacate Terminal C North, gates C14-23, and HAS will either renovate or demolish and rebuild this space to ultimately become part of a new, enlarged Mickey Leland International Terminal (MLIT). Prior to construction, the locations in Terminal C North will be available as

concessions under this RFP. Given the short time frame these locations will be available, HAS expects the concession build out to be minimum and temporary.

1.2.2.3.1 The construction is expected to take approximately two years and, when complete, will be known as the D1 Pier within the new MLIT. HAS will be issuing separate RFPs for the concessions in the new MLIT at a later date, so all locations in the new MLIT are excluded from the scope of this RFP.

1.2.2.4 Terminal D Redevelopment – West Side

Upon completion of the Terminal C North redevelopment, HAS will relocate the foreign flag carriers in the west side of the existing Terminal D to the new D1 Pier. The west side of Terminal D will be demolished and reconstructed as part of the new MLIT. Prior to construction, the locations in the west side of Terminal D will be available as concessions under this RFP. Given that these locations will be taken back by HAS after roughly 4 to 5 years, HAS will buyout the unamortized investment of any concessionaire operating in the space.

1.2.2.4.1 Construction is anticipated to take up to two years and, when complete, the space will become a part of the new MLIT. HAS will be issuing separate RFPs for the concessions in the new MLIT at a later date, so all locations in the new MLIT are excluded from the scope of this RFP.

1.2.2.5 Terminal D Redevelopment – East Side

Upon completion of the Terminal D west side redevelopment, HAS will relocate the foreign flag carriers in the east side of the existing Terminal D to either the west side or the new D1 Pier. The east side of Terminal D will be demolished and reconstructed as part of the new MLIT. Prior to construction, the locations in the east side of Terminal D will be available as concessions under this RFP. Given that these locations will be taken back by HAS after roughly 6 to7 years, HAS will buyout the unamortized investment of any concessionaire operating in the space.

1.2.2.5.1 Construction is anticipated to take up to two years and, when complete, the space will become a part of the new MLIT. HAS will be issuing separate RFPs for the concessions in the new MLIT at a later date, so all locations in the new MLIT are excluded from the scope of this RFP.

1.3 **MINIMUM QUALIFICATIONS:** To be eligible to participate in this procurement, Proposer must meet the following minimum qualifications:

1.3.1 Submission of a complete proposal package completed in full in response to this RFP;

1.3.2 Provide evidence that Proposer have a minimum of three (3) years' prior experience within the last five (5) years in the marketing, development, operating, and management of retail concessions at airports, other transportation facilities, shopping centers, malls, or metropolitan or suburban areas. Such prior experience must be with operations as large or larger in size and scope to that being proposed in terms of square footage and/or sales volume.

1.3.3 Proposer shall submit with its Proposal documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas; and

1.3.4 If the Proposer is a partnership, joint venture or newly formed entity (e.g. limited liability company or corporation), the minimum requirements set forth in this Section 1.3 (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (at least 51%) of the partnership, joint venture or newly formed entity.

1.4 **COMPENSATION TO THE CITY**

1.4.1 In consideration of the rights and privileges to be granted to the Selected Proposers by the City, each Selected Proposer will pay to the City, without demand, a sum equal to the greater of the Minimum Annual Guarantee ("MAG") or the Percentage Fee (to equal the Percentage Fee Rate multiplied by gross revenues) **(EXHIBIT III)**.

1.4.2 Proposers shall propose a Percentage Fee Rate(s) of no less than 14% for Retail, and no less than 20% for Duty Free for the Term by location, product category and/or revenue levels, as desired.

1.4.3 Beginning on the effective date of the agreement and for a period of 12 months there will be no MAG. The MAG for the second full 12-month period and each 12-month period thereafter shall be 85% of the actual fees paid to the City during the preceding 12-month period.

1.5 INITIAL CAPITAL INVESTMENT AND IMPROVEMENTS

1.5.1 The City requires a minimum capital investment of $300.00 per square foot for each location described in each package (to include improvements such as build out, fixtures, furnishings and equipment).

1.5.2 The City reserves the right to review and approve all improvements and subsequent changes to the Premises including, but not limited to, the initial improvements and refurbishment and re-concept improvements. All improvements must conform to the requirements of the HAS Tenant Improvement Manual http://www.fly2houston.com/TIP.

1.6 MID-TERM CAPITAL INVESTMENT FOR IMPROVEMENTS/NEW CONCEPTS

1.6.1 During the 5th full 12-month period of the agreement the City requires a minimum capital investment of $40.00 per square foot for each location for upgrades, renovations, cosmetic improvements and/or concept changes as approved by the Director.

1.7 VALUE PRICING

1.7.1 The City desires that all concessionaires at the Airports offer value pricing to the customers. Accordingly, the Agreement will include product-pricing requirements generally as follows:

1.7.1.1 For reading material and other merchandise with pre-printed prices, the selling price shall not exceed the pre-printed price.

1.7.1.2 All other products sold by the Selected Proposer shall be equal in price to those products sold in comparable off-Airport locations (excluding special promotional items) within the greater Houston metropolitan area plus 10%. Comparable locations will be determined by the City in consultation with the Selected Proposer, and may change throughout the Term as determined by the City. The following venues are excluded as Comparable Locations: concessions located in stadiums, arenas, amusement and entertainment venues, and hotel gift shops.

1.7.1.3 At least sixty (60) days prior to opening each facility, the Selected Proposer shall submit to the City for its written approval, an initial proposed list of all merchandise for each location with proposed prices for each item based upon prices of similar merchandise at the selected comparable locations.

1.7.1.4 Merchandise price range shall be proposed in **EXHIBIT XIII** and indicated if the proposed price conforms to the City's value pricing policy.

1.7.1.5 Failure to comply with the City's value pricing policy may result in liquidated damages that will be described in the agreements.

1.8 HOURS OF OPERATION

1.8.1 Generally, stores are to be open to serve the first through the last scheduled flight, but the City may require other hours. At the discretion of the City, Selected Proposers will be required to extend hours at selected locations in order to accommodate passengers from flights that are delayed. Failure to comply with required operating hours may result in penalties that will be detailed in the agreements.

1.9 MARKETING FEE

1.9.1 Selected Proposers shall pay a marketing fee of 0.50% of gross sales to the City. The marketing fee will be deposited into a fund that will be managed by the City.

1.10 PERFORMANCE BOND

1.10.1 Selected Proposers, without expense to the City, shall cause to be made, executed, and delivered to the City, 1) a surety bond in an amount equal to 50% of the Minimum Annual Guarantee, in the form described in the agreements and executed by Selected Proposers and a corporate surety company authorized to do business in Texas having an "underwriting limitation" of at least the amount of the penal sum of the bond or 2) an irrevocable letter of credit, in a form described in the agreements, payable upon presentation to a solvent bank or savings and loan in the initial principal amount equal to 50% of the Minimum Annual Guarantee, which shall be kept in full force and effect during the term of the agreements. **(EXHIBIT XII)**

1.10.2 For the first 12 month period of the agreements the amount of the Performance Bond shall equal to 50% of the projected revenue to be paid to the City by the Proposer.

1.11 CUSTOMER SERVICE/MANAGEMENT AND OPERATION PLAN

1.11.1 Selected Proposer shall participate in HAS Customer Service Training Program within 90 days of the contract commencement date and adhere to "Houston Friendly Standards". **(ATTACHMENT C)**

1.11.1.1 Selected Proposer shall achieve and maintain an 85% score on the monthly Mystery Shop Reports.

1.11.1.2 Proposers shall submit in detail information on their customer service plan and how it is used by the Proposer to continually improve the quality of service. The customer service plan should include, but not be limited to the following:

1.11.1.2.1 How customer complaints are handled and procedures for ensuring that management and personnel provide the highest quality of service to include but not limited to:

1.11.1.2.2 Length of time to respond to complaints

1.11.1.2.3 Procedure for responding to complaint

1.11.1.2.4 Employee recognition program

1.11.1.2.5 Participate in the airport-wide Houston Friendly Rewards and Recognition Program

Please note that HAS requires that all concessionaires provide change without the purchase of an item to any customer requesting such service.

1.11.2 Proposers shall submit detailed information on their management and operations plan to achieve the goal of operating a high quality concession at HAS. This complete management and operations plan should address items 1.11.2.1 through 1.11.2.7.

1.11.2.1 A management organizational chart both graphically and in a narrative format illustrating the chain of command from the top of the organization to the unit management level, identifying all key personnel and their functions. Identify subtenants and their responsibilities, including which units they will operate.

1.11.2.2 Resumes of key staff members must be provided to the extent known at the time of submittal.

1.11.2.3 Description of the proposed staffing requirements with a summary of the duties of each position in detail as they relate to their responsibilities.

1.11.2.4 Staff schedules illustrating proposed coverage during all operating hours, including management and all full-time and part-time staff.

1.11.2.5 Emergency operations staffing procedures, including a 24 hour response contact.

1.11.2.6 Plan to keep facilities open and operational in the event of late-night flight delays.

1.11.2.7 Logistics including expected delivery schedule of products and replenishment of on-site stock.

1.11.3 Provide a detailed facility maintenance plan for ongoing maintenance and repairs/replacement of equipment, displays, fixtures, flooring, etc.

1.11.3.1 Provide information regarding response times to maintenance and emergency requests from HAS.

1.11.3.2 Provide customer guarantees, exchange or refund policies.

1.11.3.3 Provide a list of credit cards that will be accepted. (As a service to the traveling public, all concessionaires shall accept, at a minimum, Visa, Master Card and American Express.)

1.11.4 Provide a business plan to include projected revenue and expenses for the base ten (10) year Term and key strategies and programs to ensure delivery of the financial plan proposed in **EXHIBIT XIV**.

1.12 CONCEPTS

1.12.1 **Accessories:** Products sold could include fashion accessories for men and women.

1.12.2 **Apparel:** Products sold should include popular clothing or apparel items. Regional products or brands preferred.

1.12.3 **Candy:** Products sold should include bulk and/or boxed candy/chocolates.

1.12.4 **Duty Free/Duty Paid:** Products sold should include, but not be limited to, the typical duty free categories of fragrances and cosmetics, tobacco products, liquor products, leather goods, jewelry, confectionary, electronics and accessories. This shop should offer products as duty free to international passengers and duty paid to domestic passengers.

1.12.5 **Electronics:** Products sold may include a variety of electronic products and gadgets or a targeted line of products and gadgets, such as computers and computer-related accessories, cell phones/smart phones and accessories, mp3 players and accessories, noise-cancelling headphones, digital cameras and accessories, or related items.

1.12.6 **Jewelry:** Products sold should include jewelry such as watches, fashion jewelry, or other similar items.

1.12.7 **Regional Theme:** Products sold should be unique to the region and should currently be sold in a store in the Greater Houston Metropolitan Area.

1.12.8 **Newsstand w/coffee:** Products sold to include newspapers, magazines, books, sundries, health and beauty aids, limited regional souvenirs, travel and business accessories, single-serving packaged snacks and candy, cold bottled beverages. Concept should also include a freshly-brewed branded gourmet coffee.

1.12.9 **News w/pre-packaged food (no plumbing):** Products sold to include newspapers, magazines, books, sundries, health and beauty aids, limited regional souvenirs, travel and business accessories, single-serving packaged snacks and candy, cold bottled water, juices and soft drinks. Concept should also include pre-packaged muffins, pastries, sandwiches, salads, etc., that require no in store preparation.

1.12.10 **News and Sundries:** Products sold to include newspapers, magazines, books, sundries, health and beauty aids, limited regional souvenirs, travel and business accessories, single-serving packaged snacks and candy, and cold bottled beverages.

1.12.11 **Spa:** Services offered could include manicures, pedicures, facials, massages, shaves, hair styling/blowouts, and eyebrow threading along with related spa retail merchandise.

1.13 DESIGN, MATERIAL AND SUSTAINABILITY

1.13.1 Physical design and construction of the proposed retail locations shall include, but is not limited to, factors such as innovation: creativity of design concepts, quality of materials, sustainable materials, recycled materials, energy

conservation (LED lighting) and natural light, floor plans, presentation of themes, circulation and queuing, graphics and signage, and visual interest.

1.13.2 Proposer shall provide a brief narrative description of the proposed capital improvements to be made to each individual and dominant design theme.

1.13.3 Proposer shall identify Proposer's architectural design team, specifying prior experience in the design of retail facilities (including resumes and project experience).

1.14 BACKGROUND AND EXPERIENCE

1.14.1 Proposer shall explain in detail the number of years and extent of Proposer's and the Proposer subconcessionaire's retail experience, with special emphasis upon prior experience in the operation and management of such facilities at shopping centers, airports, major transportation centers, malls, street locations or other prominent retail settings. Include the following on **EXHIBIT X:**

1.14.2 The names and addresses of stores, concept description, type of operation, store opening and closing date (if applicable), annual gross sales, square footage, and the sales per square footage at shopping centers, airports, transportation centers, malls, street locations or other prominent retail settings where the Proposer has operated and managed a retail concession(s) in three (3) years within the last five (5) years;

1.14.3 A letter of reference (on the reference's letterhead) from the Proposer's and subconcessionaire's landlord or property owner, include a contact name, address, phone number, e-mail address and fax number;

1.14.4 A detailed Proposer and subconcessionaire history of operating and managing personnel at retail concessions locations;

1.14.5 Proposer shall provide examples of marketing programs undertaken to promote sales in the locations, including samples of advertisements, promotional materials, flyers, coupons, etc.

1.15 TRANSITION PLAN

1.15.1 Proposer shall discuss in detail the proposed transition and phasing plan to implement the proposed Retail Plan, and should state the expected duration of the development and installation program, since the speed with which a program can be completed will be a factor in the evaluation. Proposer should be aware that all development and installation shall occur during non-peak hours at times approved by HAS.

1.15.2 Proposer shall include in the transition plan an explanation of the level of retail service to be provided during the construction and desired space (i.e. kiosk or current space) and merchandise to be sold. The Selected Proposer's detailed transition plan will require the Director's approval.

1.16 ADDITIONAL RELATED SERVICES

1.16.1 In submitting a proposal, Proposers shall indicate a willingness to negotiate additional services deemed appropriate for the Scope of Services as provided herein or deemed necessary and/or desirable by HAS.

1.17 CONDITION OF PREMISES

1.17.1 HAS will deliver all portions of the selected space to the Selected Proposer(s) in their existing condition, "as is /where is." The Selected Proposer(s) shall install at its sole cost in order to accomplish the proposed program.

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1.18 IAH RETAIL PACKAGE 3

1.18.1

Unit No.	Unit SF	Location	Concepts	Utilities Available	Utilities Needed	Area Finish / Comments
Specialty						
TCSR-4	700	Terminal C South	Specialty Retail	Elec, Data	N/A	Existing Facility / Requires subdivision of space by Package 1
TCSR-5	1,176	Terminal C South	Specialty Retail	Elec, Data	N/A	Existing Facility
TCNR-8	1,197	Terminal C North	Specialty Retail	Elec, Data,	N/A	Temporary / No minimum investment / subject to HAS approval
Duty Free						
TADF-1	65	Terminal A North	Duty Free / Duty Paid	Elec, Data	N/A	Kiosk Location
TBDF-1	1,200	Terminal B North	Duty Free / Duty Paid	Elec, Data	N/A	Existing Facility/ Requires Subdivision of space by Package 3
TDDF-1	295	Terminal D Central	Duty Free / Duty Paid	Elec, Data	N/A	Existing Facility
TDDF-2	2,820	Terminal D Central	Duty Free / Duty Paid	Elec, Data	N/A	Existing Facility
Supporting Spaces						
TCNRS-3	425	Terminal C North	Support Space	Elec, Data	N/A	Support Space
TDRS-3	1,617	Terminal D Apron	Support Space	Elec, Data	N/A	Support Space
Totals	**9,495**					

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1.19 PROJECT DESCRIPTION

1.19.1 Proposers shall submit a proposal to construct, fit and finish, operate, maintain and manage seven (7) retail concessions locations (TCSR-4, TCSR-5, TCNR-8, and four (4) duty free/duty paid (TADF-1, TBDF-1, TDDF-1, TDDF-2) (individually and collectively referred to herein as the "Premises") at the Airport. Support areas (TCNRS-3 ANDTDRS-3) are also included in this package. See **ATTACHMENT A-1** for map of premises locations.

1.20 PERMITTED USES GENERALLY

1.20.1 The following uses permitted for each of the seven (7) retail units, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport retail trends and customer preference. Proposer has the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. HAS reserves the right to approve any and all substituted store concepts. Proposers shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proposer's proposal.

1.20.2 The successful Proposer will be required to operate and manage multiple retail locations providing retail merchandise or products on a nonexclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Director. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Director asking that the matter be reviewed. The Director shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the Director.

1.20.3 HAS is seeking brands of a unique concept, product, service or a combination of these, in order to create an image that identifies a product and differentiates it from its competitors. Brands may be recognized Internationally or Nationally, unless specifically stipulated. The recognizable brands shall include any and all of the following:

1.20.3.1 Nationally Branded: Brands located geographically across the 48 contiguous United States and/or represented in nationwide advertising, promotional, and/or marketing campaigns so that they are immediately recognized by a majority of the traveling public.

1.20.3.2 Internationally Branded: Brands with access to, and are recognized in, more than one country outside of the United States and Canada.

1.20.4 The Director shall have the right, at his sole discretion, at any time prior to or during the term of the Agreement, to expand, reduce or otherwise modify the products or merchandise offerings.

1.20.5 The Proposer will also be responsible for cleaning and maintaining the Premises so as to provide an environment that is "opening day fresh" in appearance at all times.

1.21 CONCEPTS DEVELOPMENT AND MERCHANDISE MIX

1.21.1 The Proposer shall submit, in sufficient detail, one clearly defined Space Use Plan for the operation believed to be the best concepts for the locations. **Only one Space Use Plan for the Premises will be accepted.** Proposer may reconfigure a single space to create multiple locations. The newly proposed location (s) must not exceed the total square feet or dimensions of the space as depicted in the Table in Section 1.18. Additionally, only one space usage plan will be accepted per space or newly created location.

1.21.2 **Proposed Concept:** Include the following for each concept on **EXHIBIT XIII**

1.21.2.1 Store Name;

1.21.2.2 Name of Store Operator; (Subconcessionaire)

1.21.2.3 Space Identifier;

1.21.2.4 Concept;

1.21.2.5 Description and theme;

1.21.2.6 Merchandise listing, proposed price range, and menu (where applicable);

1.21.2.7 Speed of Services;

1.21.2.8 Floor plan;

1.21.2.9 Color photographs of existing stores and or renderings illustrating proposed store design, submitted in "8 ½ x 11" or "11 x 17" format as part of the bound Proposal; (Submit as attachment to **EXHIBIT XIII**)

1.21.2.10 Letter of intent for Branded Concept to include brand authorization for submissions of concept. (Submit as attachment to **EXHIBIT XIII**)

1.22 SPECIFIC USES

1.22.1 **Concept: Specialty Retail**

Unit No.	**Unit SF**	**Location**	**Utilities Available**	**Utilities Needed**	**Comments**
TCSR-4	700	Terminal C South	Elec, Data	N/A	Existing Facility / Requires subdivision of space by Package 1
TCSR-5	1,176	Terminal C South	Elec, Data	N/A	Existing Facility
TCNR-8	1,197	Terminal C North	Elec, Data,	N/A	Temporary / No minimum investment / subject to HAS approval

1.22.1.1 **Concept Specifications**

1.22.1.1.1 The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and International traveler.

1.22.1.2 **Suggested Concepts**

1.22.1.2.1 Suggested concept include, but are not limited to, luxury health supplies, leather/luggage accessories, watches, sunglasses, personal care, health/nutrition, music, video, electronic, technology, gadgets, entertainment, lifestyle, collectibles, men's, women's, and children's apparel, and jewelry.

1.22.1.3 **Non-Permitted Inventory/Concepts**

1.22.1.3.1 Duty Free merchandise

1.22.2 Concept: Duty Free/Duty Paid

Unit No.	Unit SF	Location	Utilities Available	Utilities Needed	Comments
TADF-1	65	Terminal A North	Elec, Data	N/A	Kiosk Location
TBDF-1	1,200	Terminal B North	Elec, Data	N/A	Existing Facility/ Requires Subdivision of space by Package 3
TDDF-1	295	Terminal D Central	Elec, Data	N/A	Existing Facility
TDDF-2	2,820	Terminal D Central	Elec, Data	N/A	Existing Facility

1.22.2.1 **Concept Specifications**

1.22.2.1.1 The above locations will be duty free/duty paid concept concentrating on a variety of high quality duty free/duty paid merchandise designed to appeal to the modern domestic and International traveler.

1.22.2.2 **Desired Inventory**

1.22.2.2.1 Branded merchandise as commonly found in U.S. Duty Free stores such as cosmetics, fragrances, liquors, tobacco etc.

1.22.2.2.2 Items of foreign origin and subject to duties levied by United States Customs Officials on an exclusive basis

1.22.2.2.3 Items that are regulated by United States Customs Officials such as bonded American whiskey, American wine and cigarettes

1.22.2.2.4 Duty free retail merchandise that is of an in-bond character or type as in generally sold in duty free retail stores, such as liquor, wine, tobacco products, candy, perfumes, cosmetics, watches, cameras, radios, electronics, cigarettes, handbags and leather goods, jewelry, writing instruments, sporting equipment, silk neckties, and scarves, handkerchief, read-to-wear apparel, smoking articles and similar items.

1.22.2.3 **Non-Permitted Inventory/Concepts**

1.22.2.3.1 N/A

1.22.3 Concept: Supporting Area

Unit No.	Unit SF	Location	Utilities Available	Utilities Needed	Comments
TCNRS-3	425	Terminal C North	Elec, Data	N/A	Support Space
TDRS-3	1,617	Terminal D Apron	Elec, Data	N/A	Support Space

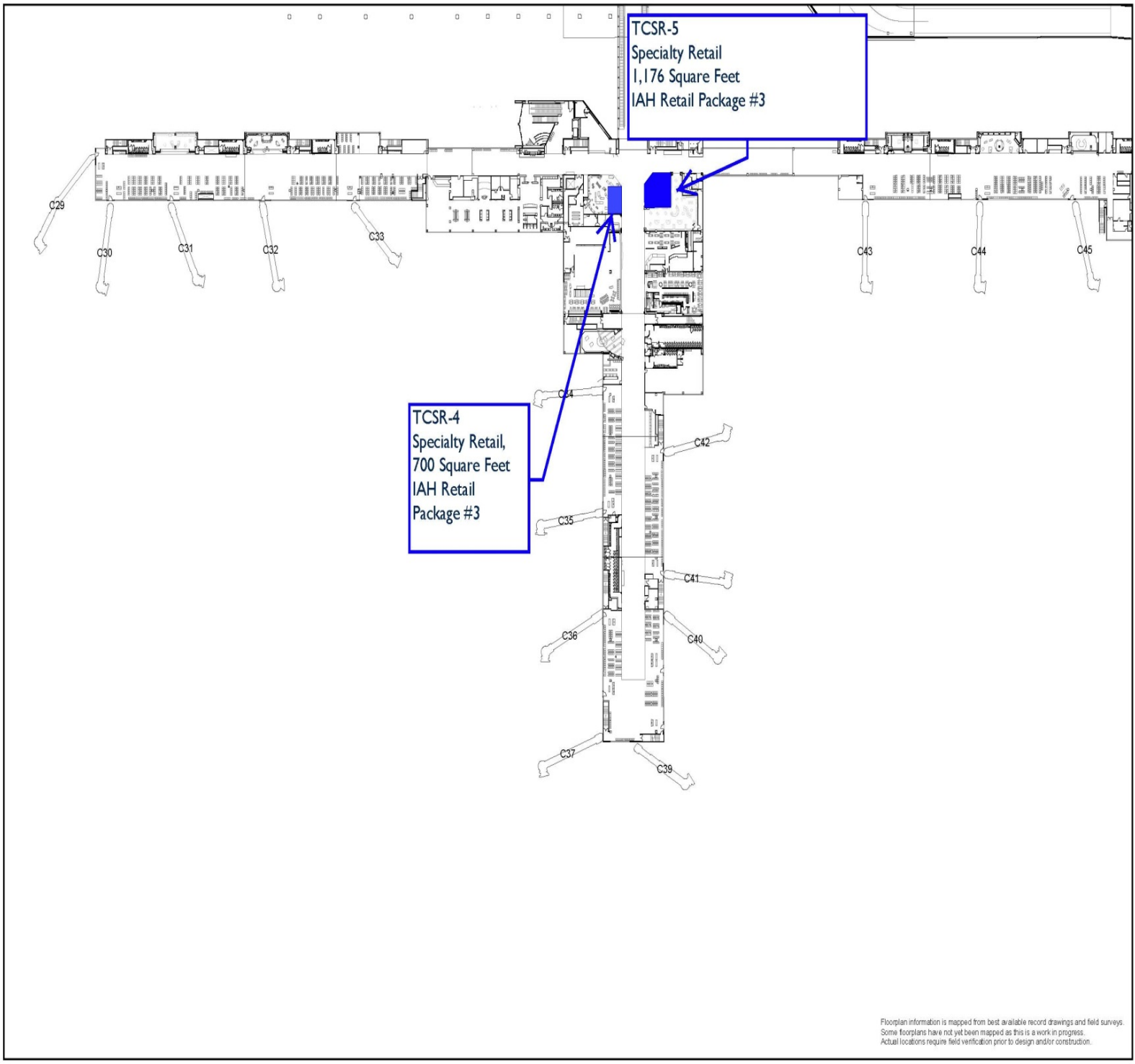
1.23 Construction

1.23.1 The Proposer will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.

1.23.2 Proposer shall provide a construction schedule, identifying the project start and completion dates.

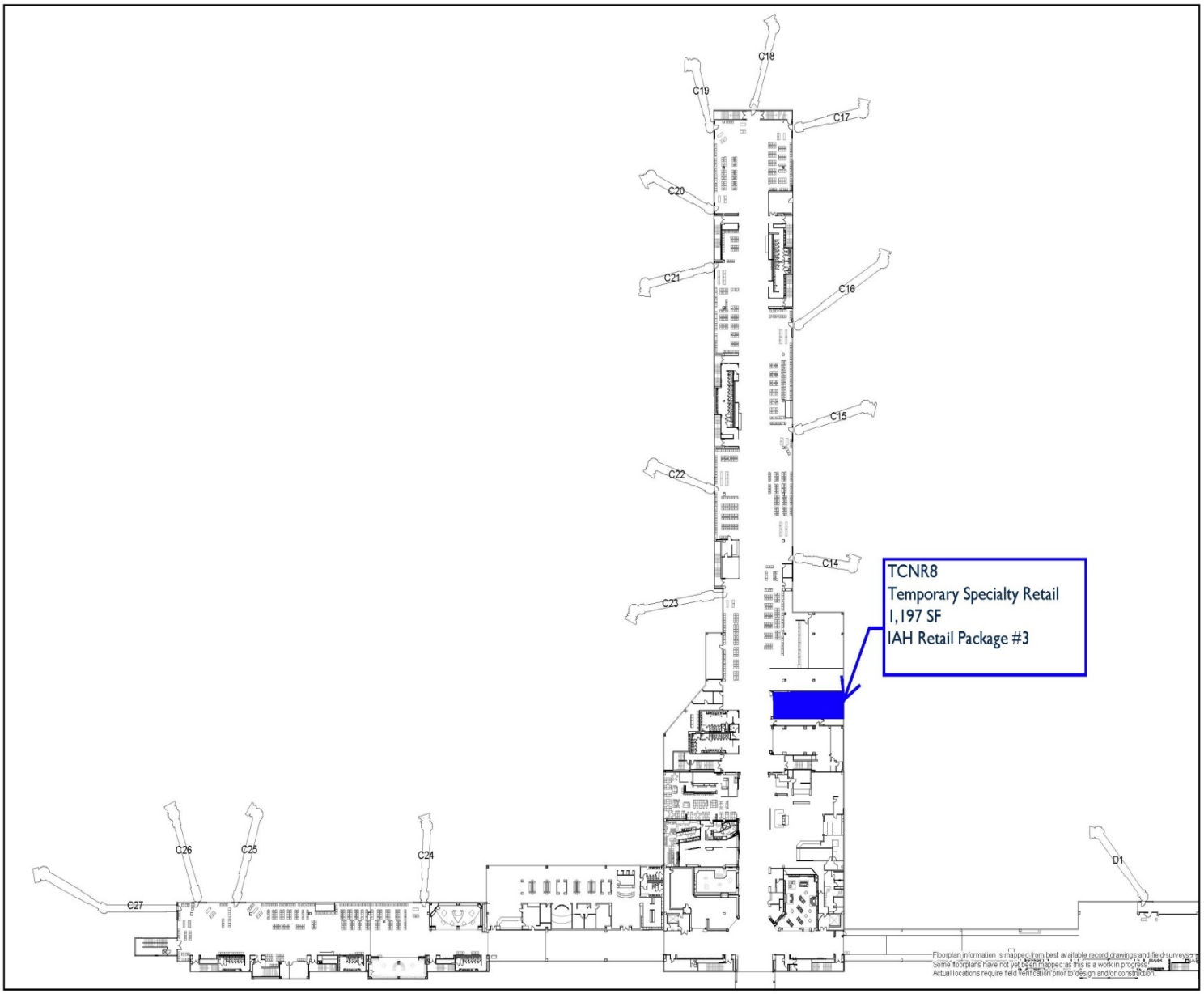
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TERMINAL C, LEVEL 2 – SOUTH



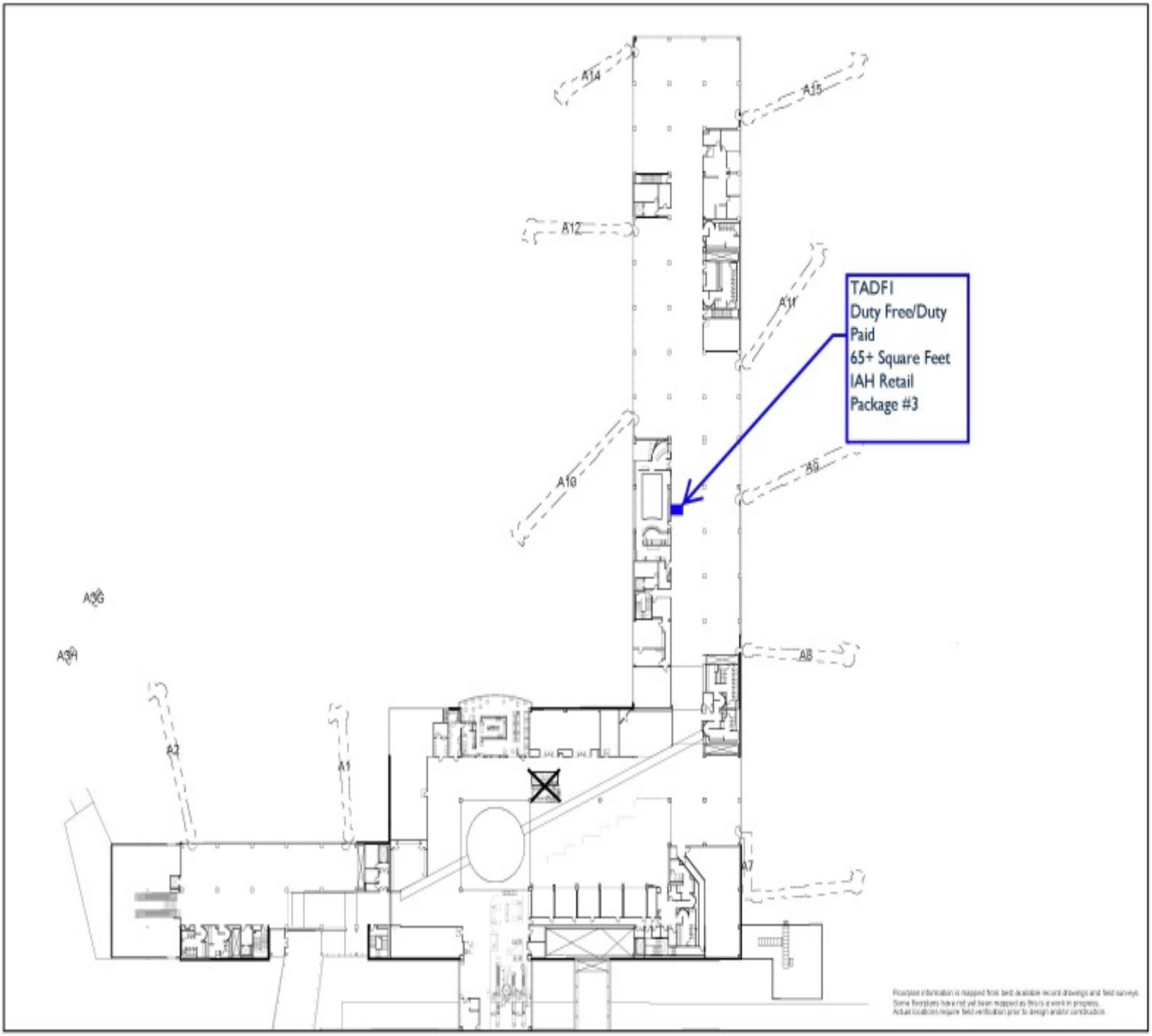
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TERMINAL C, LEVEL 2 - NORTH



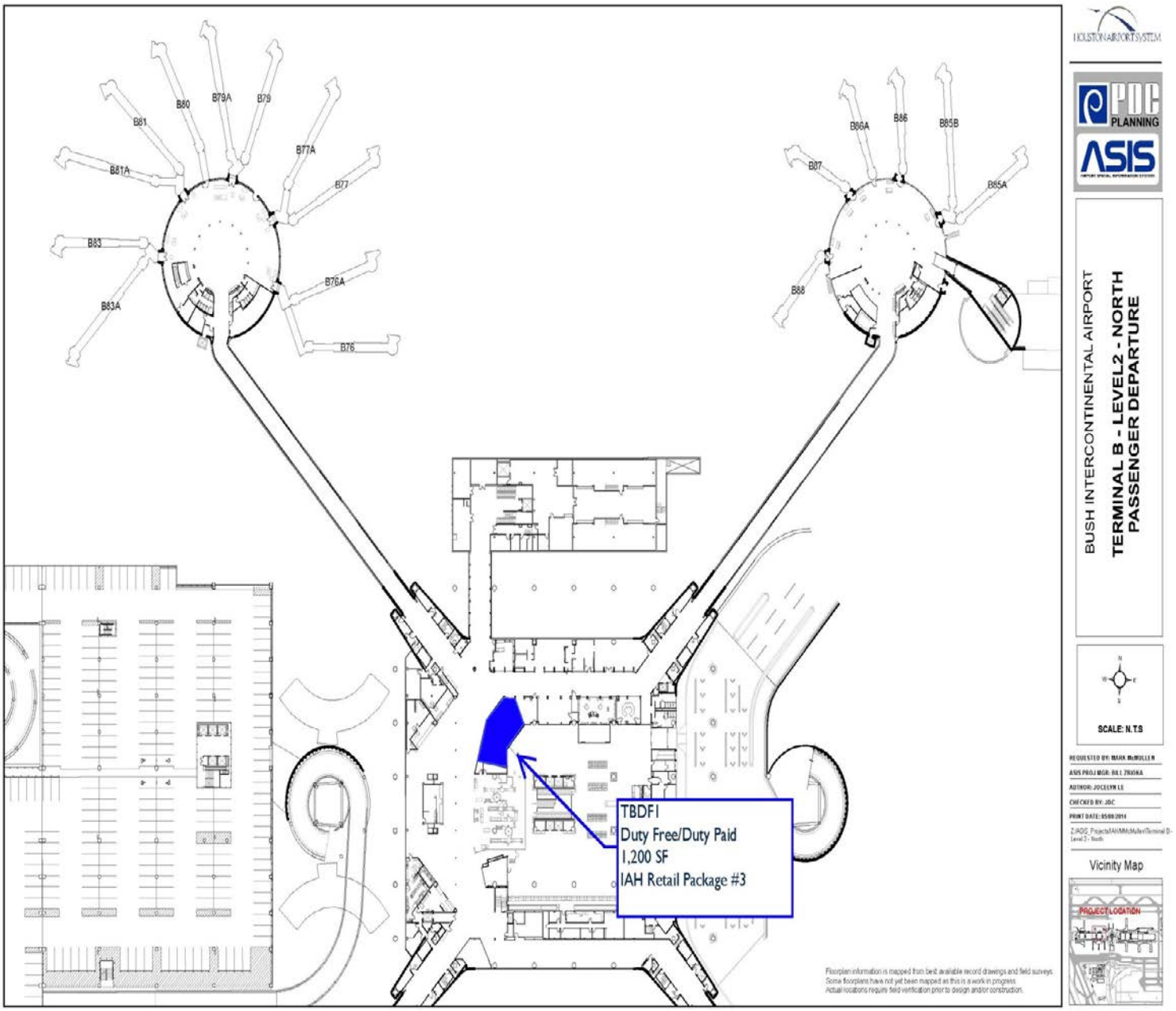
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TERMINAL A, LEVEL 2 - NORTH



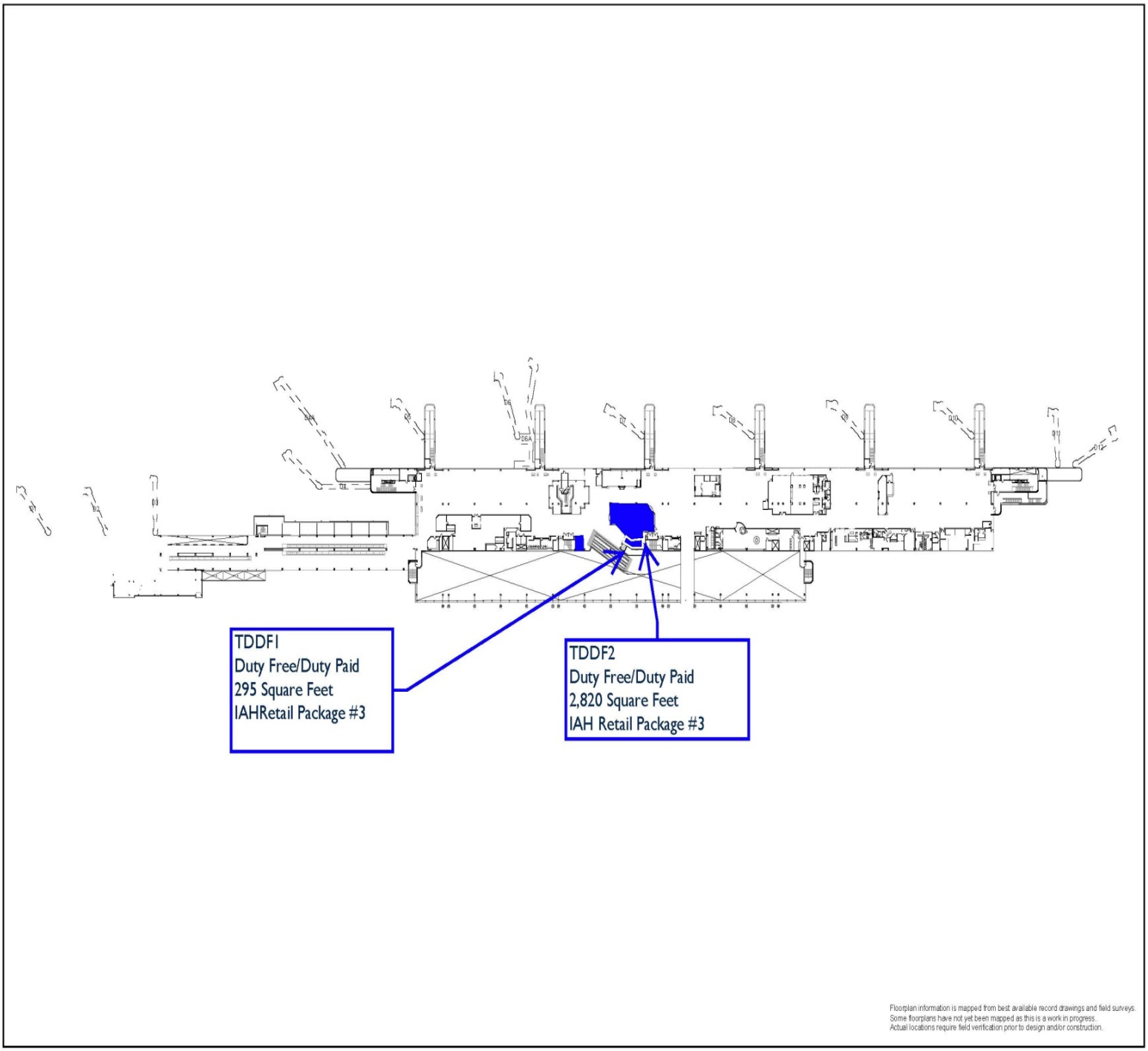
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TERMINAL B, LEVEL 2 - NORTH



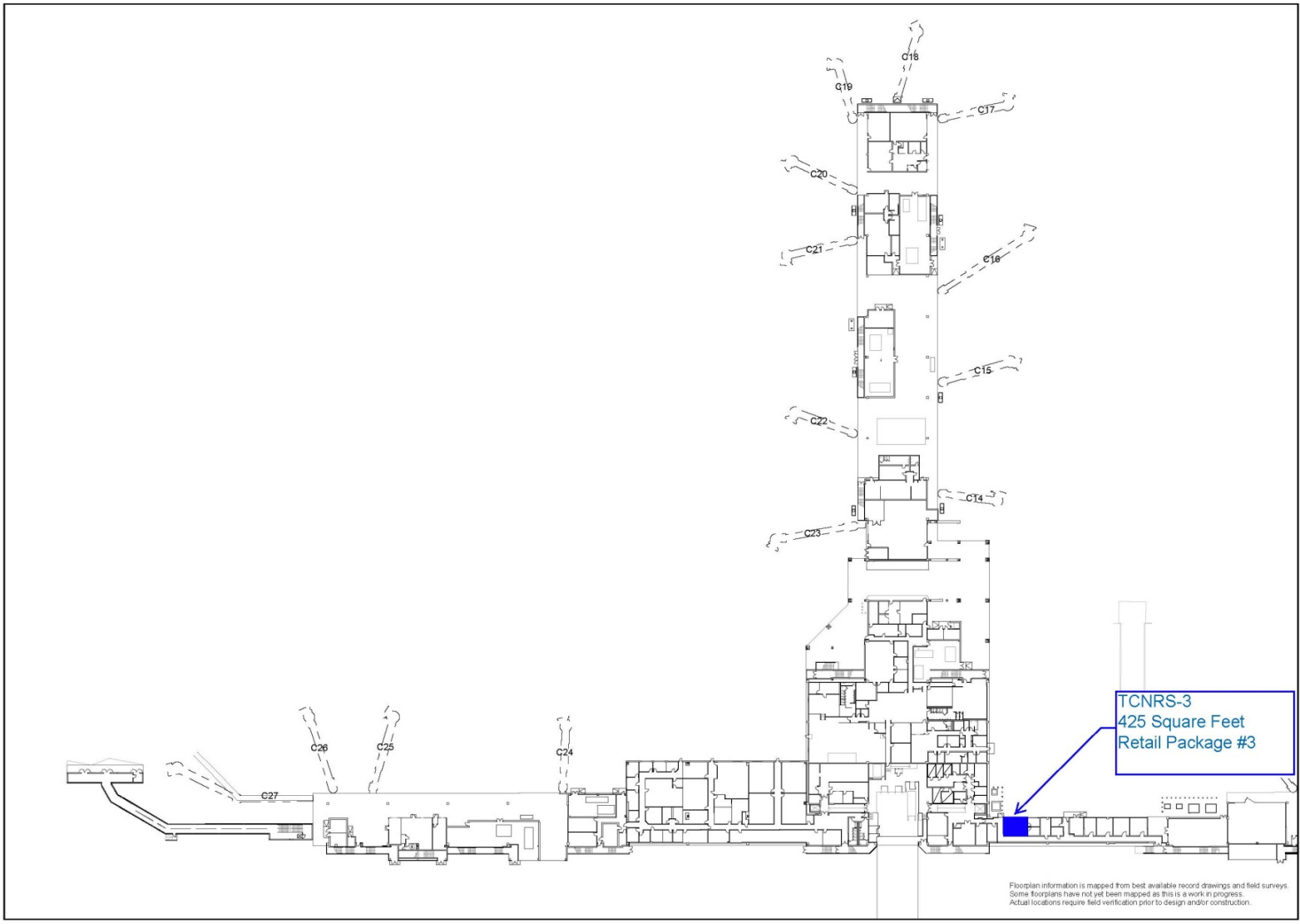
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TERMINAL D, LEVEL 4 – CENTRAL



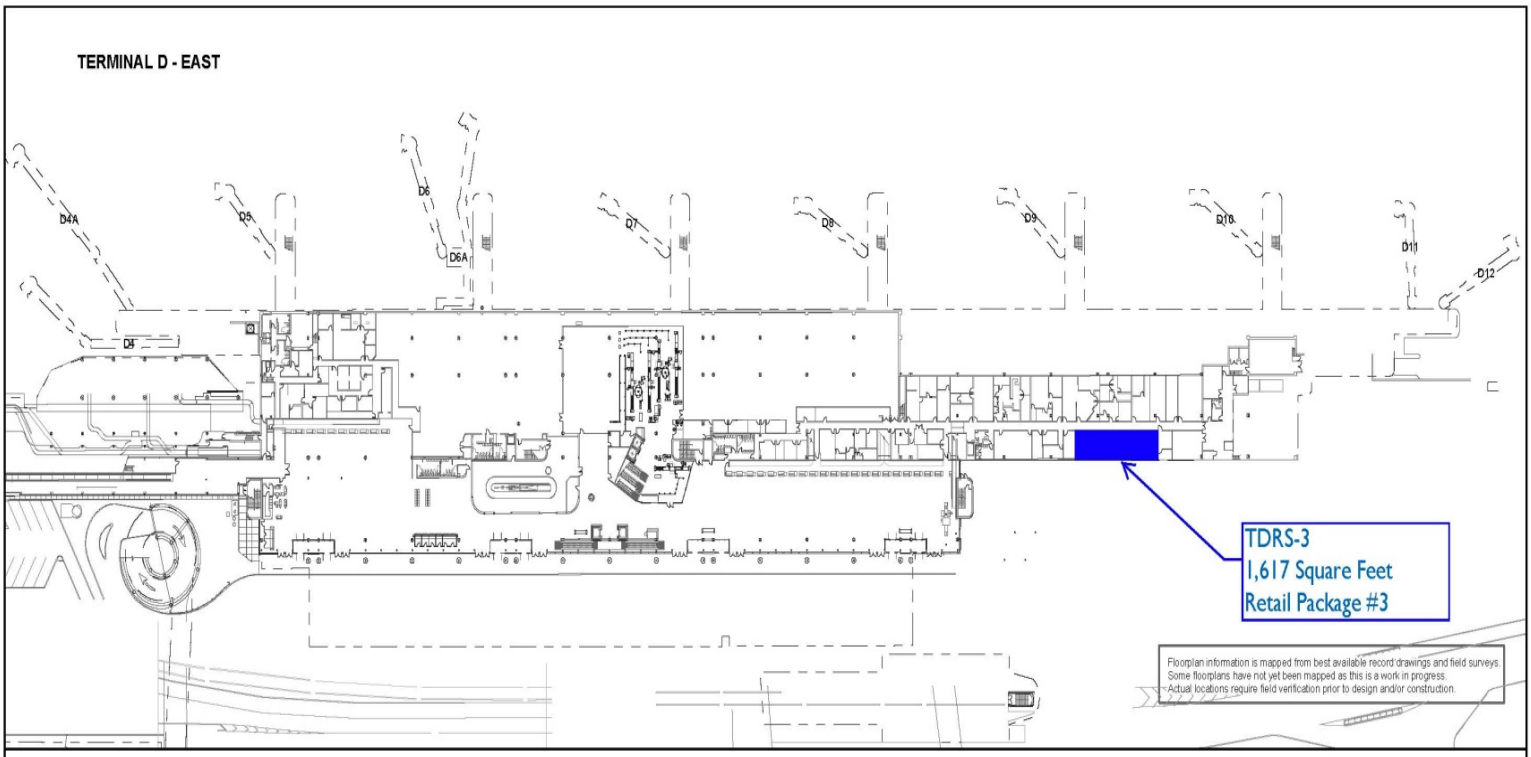
ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

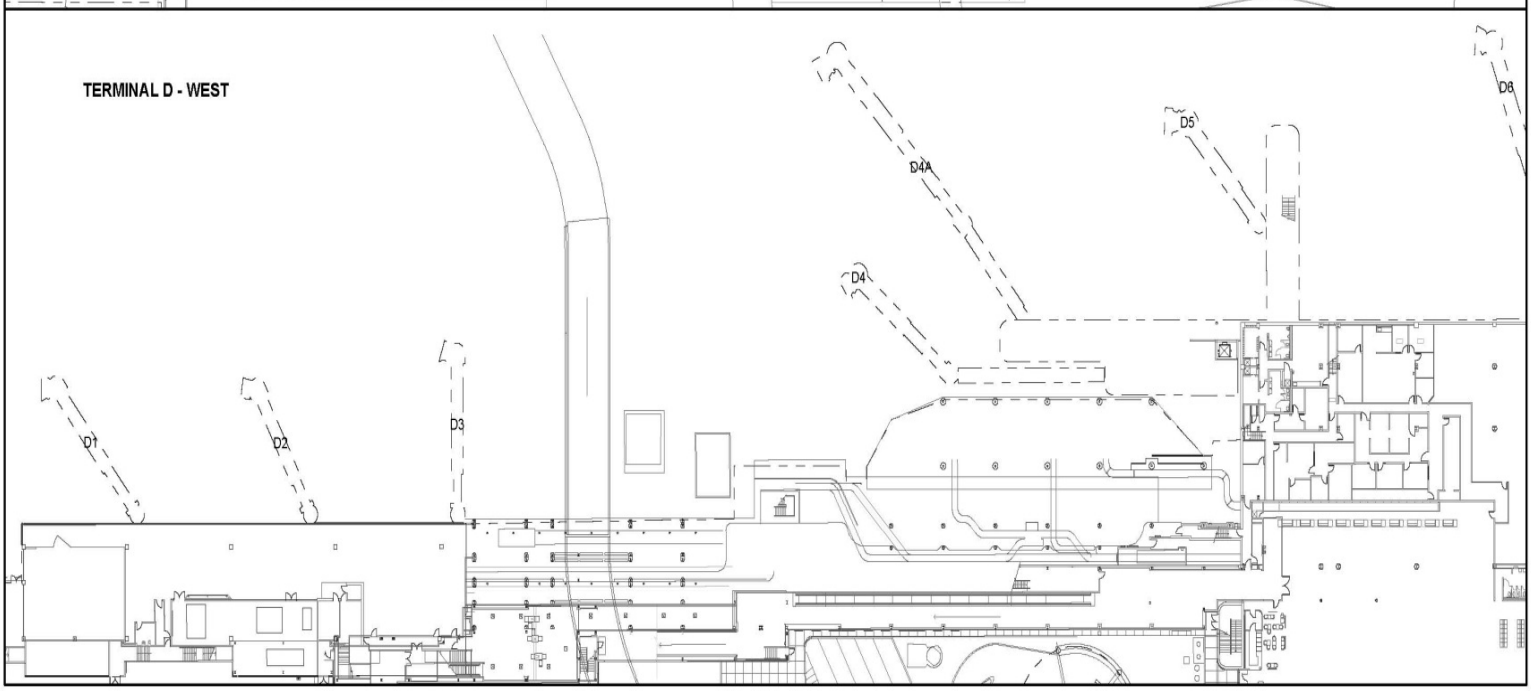
SUPPORT SPACE, TERMINAL C, LEVEL 1 - NORTH



ATTACHMENT A-1
MAP OF PREMISES LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

SUPPORT SPACE, TERMINAL D, APRON





ATTACHMENT B
SALES HISTORY BY LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

PARADIES					
LOCATION	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014 **
Terminal A					
Bayou City Travel Mart 388	1,706,538.28	1,390,161.90	1,492,080.18	1,837,439.49	2,093,779.00
Explore! Houston 377	873,948.10	700,303.53	694,465.72	841,904.63	881,478.09
CNBC Express/Houston 379	473,040.86	435,197.81	402,545.28	441,409.12	415,262.82
Terminal B					
Bayou City Travel Mart 372B	1,629,068.96	1,646,914.66	1,416,992.75	932,491.86	804,732.68
Hometown Favorites 380	397,779.66	446,970.08	462,814.46	510,765.10	343,859.80
Designs by Sue Venir 384	863,257.69	851,638.30	892,894.82	1,006,091.15	549,128.81
CNBC Express/Lobby 364	221,088.75	217,708.49	221,329.06	209,518.16	178,597.01
Terminal C					
Stelzig of Texas 386	945,916.59	1,073,966.28	1,258,297.43	1,362,641.31	1,277,202.46
Brighton Collectibles 376	650,638.49	736,123.78	827,248.75	829,027.39	765,741.81
CNBC Express/Houston 387	90,711.36	195,876.58	302,433.26	574,586.88	648,460.46
Brooks Brothers 367	635,851.51	820,666.98	843,984.23	1,114,130.43	1,004,407.90
Bayou City Travel Mart 366	780,792.17	1,327,985.07	1,214,897.02	1,642,030.86	1,465,245.06
PGA TOUR Shop 362	313,413.98	482,860.20	515,714.13	688,500.49	1,222,877.33
Kids Zoo 368	154,378.20	306,746.77	343,740.03	475,996.20	416,147.95
Brooksstone 438	443,624.00	808,663.03	903,092.70	1,256,887.09	1,125,615.47
CNBC Express/Houston 363	1,366,225.65	1,350,439.28	1,522,317.11	1,241,259.49	1,345,908.14
Houston Marketplace 385	538,317.73	552,901.44	611,766.13	579,525.70	550,429.77
Bass Pro Shop 369	247,476.18	262,038.78	352,046.20	408,110.03	401,958.76
Terminal D					
Xpress Spa	470,398.00	580,340.00	590,371.00	665,252.00	590,494.02
Stelzig 1375	417,624.22	498,798.81	520,727.97	627,528.83	672,255.12
Texas Market Place 375	1,553,739.00	1,684,243.05	3,269,478.23	1,558,400.09	1,894,390.04
Tex Express Kiosk 381	-	-	150,745.03	169,553.62	236,168.77
PARADIES - GROSS	**14,773,829.38**	**16,370,544.82**	**18,809,981.49**	**18,973,049.92**	**18,884,141.27**
***** Jul - May only reported***					

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ATTACHMENT B
SALES HISTORY BY LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

WORLD DUTY FREE (HMS HOST)					
LOCATIONS	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**	**FY 2014****
Terminal A					
Gulf Coast News #3A	1,451,755.15	1,584,404.01	1,771,031.72	1,723,371.62	1,583,997.78
Drexler/SpaceTrader/News Kiosk	17,336.95	1,452.30	-	-	-
Zoom - BBA119IAHA	203,514.00	-	72,083.90	151,720.38	165,507.68
Gulf Coast News/Simply Books #1A	143,034.97	337,432.41	303,854.72	591,467.18	606,364.85
Zoom - ROA001GBTA	-	-	-	-	-
Zoom - BBA012GBTA	-	144,926.01	174,631.07	209,238.17	226,343.42
Terminal B					
Simply Books	1,772,381.73	1,627,393.47	1,704,502.58	1,903,289.82	1,402,751.69
Space City News Connect	714,434.46	766,002.19	1,027,027.75	1,192,131.63	664,898.93
Fossil Apparel	397,355.35	572,696.68	599,688.72	338,904.19	335,356.41
Terminal C					
Space Trader	9,478.32	5,545.55	37,488.52	139,268.42	166,236.04
Simply Books	114,333.58	254,386.76	351,639.56	448,308.82	472,530.04
Zoom-BBA088IAHC	-	66,937.82	136,266.96	180,825.89	223,113.64
Sunglass Icon	-	-	85,950.12	207,237.82	171,123.52
Destination Houston	712,614.95	859,517.31	862,295.36	916,230.34	798,868.06
Fox News	2,417,318.66	2,714,556.28	2,885,697.07	2,543,190.75	2,581,989.30
Clyde Drexler's Sport Scene	334,373.50	294,617.12	413,082.73	452,955.81	461,593.28
Zoom #BBA011GBTC	225,095.80	265,602.46	262,858.49	263,033.69	338,826.64
Zoom - PRA005GBTC	156,450.79	63,139.05	53,249.50	-	-
Zoom - BOA002IAHC	15,420.09	29,009.39	-	-	-
Zoom-MXA002IAHC	-	-	5,930.51	29,948.08	16,752.95
Zoom BFA007IAHC	-	-	-	-	59,845.00
Zoom 3FA002IAHC	-	-	-	-	9,685.82
Zoom ZEAZA0003	-	-	-	-	7,920.89
Zoom ZEAZA0007	-	-	-	-	-
Houston News Connection	1,453,133.16	1,702,129.10	1,787,271.29	1,583,394.41	1,531,248.30
TERMINAL D/FIS					
Zoom BBA045IAHD	199,763.55	309,419.66	278,804.05	312,264.96	470,140.23
Zoom BFA006IAHD	-	-	-	-	63,096.00
Zoom SEA006IAHD	60,523.55	16,192.50	4,480.97	-	-
Zoom RSA031GBTD/SOA021GBTD	71,386.43		-	-	-
Zoom PWA001IAHD	-	-	17,301.70	5,338.15	-
Zoom TFA008IAHD	-	-	-	25,932.27	52,758.06
Zoom 3FA001IAHD	-	-	-	-	25,459.13
Zoom TFA035IAHD	-	-	-	-	7,051.33
Spirit of the Red Horse- Gross	1,303,062.83	1,353,505.48	1,452,152.54	1,475,101.51	1,462,316.87
GRAND TOTAL	**11,772,767.82**	**12,968,865.55**	**14,287,289.83**	**14,693,153.91**	**13,905,775.86**

***** Jul - May only reported***

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ATTACHMENT B
SALES HISTORY BY LOCATIONS - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

NUANCE					
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014 **
Term - A Kiosk 405	403,590.92	533,748.69	596,336.78	659,011.91	566,092.22
Term - B 403	674,202.80	853,438.37	1,096,037.87	1,123,285.01	712,407.73
Term D - Main 401	5,430,475.05	6,766,125.19	7,075,001.62	7,569,135.37	9,436,096.39
Liberty Duty Free 402	126,608.27	152,997.30	214,528.89	261,680.33	272,757.52
Jack Daniels 404	104,901.94	110,822.58	121,261.62	136,702.31	315,898.36
Nuance Gross	**6,739,778.98**	**8,417,132.13**	**9,103,166.78**	**9,749,814.93**	**11,303,252.22**
***** JUL - MAY REPORTED***					

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ATTACHMENT C
ENPLANEMENTS BY TERMINAL - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

TOTAL ENPLANED PASSENGER TERMINAL A - FISCAL YEAR

TERMINAL A													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
■ 2010	222,923	199,781	172,049	190,319	183,901	205,424	177,511	168,365	206,545	203,189	211,821	230,587	2,372,415
♦ 2011	232,776	197,606	162,001	169,067	164,195	161,827	171,746	136,243	193,864	199,681	218,682	229,310	2,236,998
● 2012	236,488	214,523	198,020	212,430	212,256	228,936	217,057	210,159	249,962	239,896	231,303	242,221	2,693,251
● 2013	234,966	242,563	205,982	239,093	235,897	231,007	222,085	204,733	249,807	260,120	269,903	302,075	2,898,231
▲ 2014	298,599	297,024	252,492	282,353	261,306	279,348	247,770	227,609	273,755	265,940	255,558		2,941,754

TOTAL ENPLANED PASSENGER TERMINAL B - FISCAL YEAR

TERMINAL B													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
■ 2010	449,582	415,709	342,997	369,681	353,740	386,141	353,772	342,333	411,552	398,768	395,064	431,543	4,650,882
♦ 2011	452,986	417,704	347,043	373,235	348,858	377,524	317,176	286,040	366,868	298,227	369,054	379,276	4,333,991
● 2012	419,286	388,876	328,952	329,000	325,817	356,103	324,318	327,674	374,771	356,727	373,739	392,961	4,298,224
● 2013	394,588	381,396	316,473	341,544	340,960	348,151	334,113	311,571	381,969	362,049	375,794	373,943	4,262,551
▲ 2014	372,611	346,000	312,992	331,892	300,371	321,358	279,355	283,954	359,559	324,952	374,029		3,607,073

TOTAL ENPLANED PASSENGER TERMINAL C - FISCAL YEAR

TERMINAL C													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
■ 2010	613,667	584,020	391,666	439,047	449,830	499,707	437,660	398,712	465,058	434,414	498,884	546,619	5,759,284
♦ 2011	561,917	542,799	493,395	564,701	539,395	573,370	509,422	459,872	564,501	517,705	581,297	614,760	6,523,134
● 2012	636,379	574,411	468,907	519,779	517,822	542,435	483,745	449,087	523,411	534,291	576,728	604,686	6,431,681

ATTACHMENT C
ENPLANEMENTS BY TERMINAL - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

● 2013	621,614	588,301	522,692	512,570	509,574	528,103	504,802	470,524	545,420	504,398	551,565	597,664	6,457,227
▲ 2014	608,954	568,489	460,238	512,644	548,730	605,652	551,306	523,451	605,305	560,109	618,689		6,163,567
TOTAL ENPLANED PASSENGER TERMINAL D - FISCAL YEAR													
TERMINAL D													
	Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
■ 2010	66,352	54,967	49,111	52,554	52,316	62,762	55,134	42,239	54,420	49,401	65,068	72,441	676,765
♦ 2011	70,868	63,274	58,542	58,631	60,951	70,702	63,935	47,421	63,664	59,945	81,461	80,883	780,277
● 2012	75,704	66,147	62,844	62,986	70,305	76,634	68,823	49,036	66,792	67,339	85,393	91,237	843,240
● 2013	87,398	78,886	70,813	72,237	74,790	81,374	74,673	59,503	76,236	74,890	89,825	92,541	933,166
▲ 2014	90,850	84,737	74,830	74,428	76,863	90,497	81,677	64,394	81,105	81,664	109,417		910,462

ATTACHMENT C-1
INTERNATIONAL ENPLANEMENTS BY TERMINAL - IAH RETAIL PACKAGE THREE
SOLICITATION NO.: H08-IR3-2015-005

INTERNATIONAL ENPLANED PASSENGER BY TERMINAL FOR FISCAL YEAR 2010 - 2014

Campus	Terminal	Int'l. / Dom.	JUL.13	AUG.13	SEP.13	OCT.13	NOV.13	DEC.13	JAN.14	FEB.14	MAR.14	APR.14	MAY.14	JUN.14	YTD Total
IAH	Terminal A	International	9,694	10,199	8,682	9,471	9,785	10,231	10,402	10,452	11,551	11,163	12,707	12,330	126,667
	Terminal B	International	63,052	54,011	46,118	51,156	51,832	55,477	47,254	46,036	54,975	50,634	50,286	52,820	623,651
	Terminal C	International	43,148	25,957	14,829	16,437	23,624	32,429	32,034	26,221	36,308	33,893	37,766	53,498	376,144
	Terminal D	International	89,603	84,284	74,601	74,243	76,670	89,485	81,657	64,206	81,092	81,455	109,245	1,105,274	2,011,815
Grand Total			205,497	174,451	144,230	151,307	161,911	187,622	171,347	146,915	183,926	177,145	210,004	1,223,922	3,138,277

ATTACHMENT D
HOUSTON FRIENDLY STANDARDS - IAH RETAIL PACKAGE TWO
SOLICITATION NO.: H08-IR3-2015-005

RISE:

RELATIONSHIPS

- We work together with integrity; treat every individual with courtesy and respect.
- We honor our commitments and behave in a manner that earns trust.

INNOVATION

- We have the courage and willingness to consider new and unconventional ways of thinking.

SERVICE

- We WOW our customers through a "can do" attitude and respond quickly to meet their needs with earnest effort.
- We find ways to bring fun and joy into our work and bring our customers along for the ride.

EXCELLENCE

- We strive for quality and skillful execution without compromise.

HOUSTON *Friendly*

For more information about Houston Airport System, visit www.fly2houston.com

HOUSTON AIRPORTS

ATTACHMENT D
HOUSTON FRIENDLY STANDARDS - IAH RETAIL PACKAGE TWO
SOLICITATION NO.: H08-IR3-2015-005

The Houston Airport System (HAS) strives to exemplify excellence in the area of customer service and works tirelessly to provide a seamless approach to our guests' entire airport experience. With this goal in mind, we have developed a spirit of service that is grounded in the phrase, "Houston Friendly."

"Houston Friendly" helps our team members recognize and follow a set of standards, covering everything from Appearance, to Behavior and Service Standards. These requirements apply to all airport employees, and adherence to them is a condition for employment within the HAS team.

Chances are, you've heard the expression, "A picture is worth a thousand words." It's a common phrase that emphasizes the fact that simple images can have a powerful and lasting impact on individuals. It's also worth noting that this powerful reaction can be either positive or negative, depending on the person's interpretation and point of view.

For the HAS team, the "pictures" that we create for our guests will greatly influence their opinion, not only of the airport(s) they visit, but in many ways for the city of Houston itself. That's why it's so important that we collectively express and convey a sense of motivation, professionalism and confidence; because we are not only representing ourselves and our employer, but our community as well.

This willingness to help and positive attitude is also important when asked to offer assistance to our airport customers. This may involve directions to food and/or merchandise options or help in finding a specific airline gate or other part of the facility. Regardless of the question, your appearance, behavior and attitude are all critical elements that will play a key factor in shaping the passenger's initial impression. Your response must exhibit your commitment and dedication to your job. In an effort to develop consistency in this area, we have developed a set of uniform guidelines for all employees to use in projecting an image that "Wows" our passengers.

Everyone within the HAS organization must remember that travelers do have a choice in regards to the mode of transportation that they choose to use. When that choice involves a trip through a Houston airport, the entire HAS team wins. As a result, we must do everything possible to exceed the customer's expectations, ensuring each and every one of them that they are appreciated and valued.

In addition to our commitment to remain FOCUSED on being "Houston Friendly", these standards have been developed to ensure a picture perfect approach to service. Some expectation examples include but are not limited to the following:

Appearance Standards:

These guidelines apply while you are on airport property.

- Employees will maintain a well groomed, neat, professional clean appearance at all times. Additionally, use of antiperspirants or deodorant is required at all times.
- Uniforms will be clean and neatly pressed at all times.
- Name tags will be worn when applicable at all times.
- Shirts must be tucked in.
- Pants must be worn at waist level and with a belt, if applicable.
- Sunglasses may not be worn indoors while working unless the glasses are prescribed by a doctor or required by safety guidelines laid out by supervisor.
- Tattoos, brandings, or body piercing, other than the traditional ear piercing (a limit of 2 per ear) should not be visible to our customers.
- Extremes in dyeing, bleaching or color of the hair are prohibited. The hair must be a natural color (for example, brown, blond, auburn, or black) and well maintained. In addition, non-businesslike hair styles should be avoided.
- Fingernail polish should be complementary to your skin tone. Polishes not permitted include neon, and multicolored.
- Nails should not extend more than ¼ inch from the ends of your fingertips. This is particularly important for food and beverage employees. Long nails interfere with the customer service, sales operations or potentially represent a health hazard.
- Jewelry should be conservative and kept to a minimum.

Team members should adhere to the City of Houston Dress Code, wear a clean and pressed uniform with proper credentials and are properly groomed to HAS appearance standards.

For more information about Houston Airport System, visit www.fly2houston.com

Behavioral Standards

- Employees must maintain eye contact while conversing with customers and fellow employees. This standard is suspended when cultural sensitivity and/or differences requires it. If you have any questions on which culture(s) may not be appreciative of direct eye contact, please contact the External Affairs Department for clarification.
- Employees must refrain from using foul or inappropriate language at any time in the workplace or on the airport property while in uniform or badged.
- Employees will refrain from eating, drinking, chewing gum, smoking or talking on personal cell phones in the presence of customers while on duty. Personal iPods /mp3 players or ear phone buds are not permitted at any time while employees are on duty.
- Employees must remain calm when encountering upset or irate customers (classes are available to help employees with this).

HOUSTON FRIENDLY IS:
Customer FOCUSED – Employee Driven
F – Friendly
O – Observant
C – Consistent
U – Understanding
S – Superior
E – Engaged
D – Driven

Service Standards

- Team members should greet the guest in a professional manner.
- Team members should use the guest's name appropriately (when known).
- Team members should anticipate guest needs and/or offer helpful suggestions
- Team members should provide extraordinary service, e.g. having fun, paying a compliment, being flexible. Team members should demonstrate sincerity and professionalism through body language and tone of voice.
- Team members should demonstrate sincerity and professionalism through body language and tone of voice.
- Team members that receive a complaint should listen, apologize, solve, thank and follow up (where applicable).
- Team members should communicate and work professionally with co-workers and other departments (present the airport in a positive light)

The success of these standards rest with the good judgment of each individual. The above guidelines are not intended to be all-inclusive. Rather, the guidelines are intended to help set general parameters for proper attire and allow employees to make intelligent judgment about items that are not specifically addressed.

EXHIBITS

SOLICITATION NO.: H08-IR3-2015-005

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: H08-IR3-2015-005

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE APPLIED PERCENTAGE OF GROSS SALES CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

_____
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

_____
City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

_____
(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

Airport Concession Disadvantaged Business Enterprise Plan

1. Indicate total proposed Airport Concession Disadvantaged Business Enterprise (ACDBE) participation:

Minimum Acceptable Proposed ACDBE Participation	Proposed ACDBE Participation
25%	

2. List ACDBE participants and indicate if ACDBE participant is a subcontractor, joint venture partner, supplier, etc. Also indicate the ownership percentage of the ACDBE and the role that the ACDBE participant will have in the ownership, management and operation of the concession.

ACDBE Entity	Form of Participation	Participation Percentage	Role/Scope of Work/NAICS Codes	Capital Contribution

3. Attach resumes for key personnel/principals of the ACDBE entities.

SCHEDULE B -AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

[NOTE: If Proposer is NOT proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedules C and D instead of this Schedule B.]

This form is to be submitted if Proposer is a joint venture that is proposing ACDBE participation in the concession as a joint venture member. Add additional sheets if necessary. A copy of the joint venture agreement must be attached to this Schedule B, along with copies of the most recent certification letter for each ACDBE identified below. **The joint venture agreement must clearly state the following: 1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members.** [NOTE: The concession Contract with the City will require joint venture members to be jointly and severally liable for obligations of the joint venture under the concession Agreement.] If Concessionaire is proposing to perform as a joint venture, the City will not execute a concession Contract with the Concessionaire until the City has received and reviewed a signed joint venture agreement that complies with the Federal Aviation Administration's regulations, policies and guidance. No subsequent changes to the joint venture agreement will be allowed without prior notice to the City. Any changes in the joint venture agreement that impact the roles, rights and/or responsibilities of the ACDBE joint venture member will require the prior approval of the City.

Name of Contractor joint venture:_____

Description of Airport Concession (from title page of Request for Proposals):

_____

_____

Name, address and phone number of joint venture contact person:

_____

_____

EXHIBIT II – ATTACHMENT "B" (CONTINUE):
SCHEDULE B -AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS
SOLICITATION NO.: H08-IR3-2015-005

I. Identify Joint Venture Members

Firms participating in joint venture (use additional pages if necessary):

Name of firm:_____

Address:_____

Phone Number:_____

Contact Name & phone number:_____

% ownership:_____%

ACDBE: yes / no Certifying agency:_____

Date of Certification:_____

Type of work that certification was granted for, including NAICS codes:

_____

_____

Firms participating in joint venture (use additional pages if necessary):

Name of firm:_____

Address:_____

Phone Number:_____

Contact Name & phone number:_____

% ownership:_____%

ACDBE: yes / no Certifying agency:_____

Date of Certification:_____

Type of work that certification was granted for, including NAICS codes:

_____

_____

EXHIBIT II – ATTACHMENT "B" (CONTINUE): SCHEDULE B -AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

SOLICITATION NO.: H08-IR3-2015-005

II. Capital Investment

Non-ACDBE initial capital contribution: $ _____ , _____%

ACDBE initial capital contribution: $_____ , _____%

III. Joint Venture Agreement

For each of the following, cite the applicable provision of the joint venture agreement that addresses the question asked. Attach additional sheets if necessary.

Describe the portion of the work or elements of the business controlled by the ACDBE:

_____

Describe the portion of the work or elements of the business controlled by the non-ACDBE:

_____

Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

_____

Describe the ACDBE's share in the profits of the joint venture: _____

Describe the ACDBE's share in the risks of the joint venture: _____

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant (s): _____
b. Non-ACDBE joint venture participant(s):_____

Describe the roles and responsibilities of each joint venture participant with respect to day-to-day operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant(s):_____
b. Non- ACDBE joint venture participant(s):_____

EXHIBIT II – ATTACHMENT "B" (CONTINUE): SCHEDULE B -AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

SOLICITATION NO.: H08-IR3-2015-005

IV. Management Information

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE, or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Support			
Hourly Employees			

Please provide the name of the person(s) who will be responsible for hiring employees

for the joint venture:_____

Who will they be employed by?_____

Which firm will be responsible for accounting functions relative to the joint venture's business?

_____

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties (cite to applicable section(s) of joint venture agreement and use additional sheets if necessary):

_____

_____

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved:

_____

_____

EXHIBIT II – ATTACHMENT "B" (CONTINUE): SCHEDULE B -AFFIDAVIT OF ACDBE JOINT VENTURE IN AIRPORT CONCESSIONS

SOLICITATION NO.: H08-IR3-2015-005

V. Employee Information

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? yes / no

If yes, please attach a roster showing the number and positions and indicates which firm currently employs the individual(s).

The undersigned covenants and agrees to provide the City with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the concession Agreement and\or upon request by the City. Any material misrepresentations in this Schedule B in the attached joint venture agreement, or in any other information provided to the City by Concessionaire regarding ACDBE participation will be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE CONCESSIONAIRE TO MAKE THIS AFFIDAVIT.

_____

(Name and Title of Affiant- Print or type)

_____

(Signature)

_____

(Date)

On this _____ day of _____, 20____,

The above signed officer, _____(Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

_____

(Notary Public Signature)

Commission expires:_____ Seal

SCHEDULE C – LETTER OF INTENT FROM ACDBE

Letter of Intent from ACDBE to Perform as a Sublicensee, Subcontractor, Supplier, and/or Consultant to Concessionaire

[NOTE: If Concessionaire is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B – Affidavit of Joint Venture- instead of Schedules C and D.]

Name of Contractor:

_____

Description of Airport Concession (from title page of Request for Proposals):

_____

To:_____("ACDBE")
Name of ACDBE Firm

From:_____and the City of Houston:
Name of Contractor

The ACDBE certification status of the undersigned is confirmed by the attached Letter of Certification from the City of Houston dated _____. This Schedule C and the Letter of Certification will be attached to Schedule D – Commitment of Concessionaire to ACDBE Participation.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named airport concession:

Description of ACDBE Participation in concession	Description of compensation to be paid to ACDBE
_____	_____
_____	_____
_____	_____

Value of participation by ACDBE as percentage of projected concession gross receipts:
_____%

[NOTE: If more space is needed to fully describe the ACDBE firm's proposed role and/or compensation, attach additional sheets.]

EXHIBIT II – ATTACHMENT "C" (CONTINUE):
SCHEDULE C – LETTER OF INTENT FROM ACDBE
SOLICITATION NO.: H08-IR3-2015-005

SUB-SUBCONTRACTING LEVELS

_____% of the value of the ACDBE's participation will be sub-subcontracted to non-ACDBE contractors.

_____% of the value of the ACDBE's participation will be sub-subcontracted to ACDBE contractors.

NOTES:

1) IF ACDBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE PARTICIPATION DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

2) IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE ACDBE's PARTICIPATION WILL BE SUB-SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUB-SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above participation with Concessionaire, conditioned upon the City of Houston selecting the Concessionaire as a concessionaire, approval of Contractor's ACDBE Participation Commitment referencing this Schedule C by the City of Houston, and successful negotiation of a concession Agreement between Concessionaire and the City of Houston.

_____

(Signature of Owner, President. or Authorized Agent of ACDBE)

_____

Name/Title (Print)

_____

Date

_____

Phone

EXHIBIT II – ATTACHMENT "D":
SCHEDULE D - COMMITMENT OF CONCESSIONAIRE TO ACDBE PARTICIPATION
SOLICITATION NO.: H08-IR3-2015-005

Schedule D:
Commitment of Concessionaire to Participation in Airport Concessions Disadvantaged Business Enterprises (ACDBE's) as Sublicensee, Subcontractor, Supplier and/or Consultant to Concessionaire

[NOTE: If Concessionaire is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B – Affidavit of Joint Venture – instead of Schedules C and D.]

Name of Contractor:

_____

Description of Airport Concession (from title page of Request for Proposals):

_____

State of_____)

County (City) of _____)

In connection with the above-referenced Airport Concession Request for Proposals ("RFP") and any concession agreement entered into pursuant to the RFP, I, _____ (Name of Affiant) HEREBY DECLARE AND AFFIRM that I am the _____(Title of Affiant) and duly authorized representative of the above-named Contractor and that I have personally reviewed the information set forth in the attached Schedule(s) C, with the following being a summary of such information:

Name of ACDBE Firm	Role of ACDBE in Concession (as set forth in Schedule C)	Proposed ACDBE Participation (as percentage of gross revenues)

Total Proposed ACDBE Participation Commitment:_____ %

EXHIBIT II – ATTACHMENT "D" (CONTINUE): SCHEDULE D - COMMITMENT OF CONCESSIONAIRE TO ACDBE PARTICIPATION

SOLICITATION NO.: H08-IR3-2015-005

To the best of my knowledge, information, and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Concessionaire will enter into formal agreements with all listed ACDBE firms for work as indicated by this Schedule D and accompanying Schedule(s) C so as to ensure compliance with the Total Proposed ACDBE Participation Commitment stated above, and understands that it must enter into such agreements as a condition precedent to execution of a concession Agreement by the City of Houston. Copies of each signed sublicense, subcontract, purchase order, or other agreement (collectively, "ACDBE agreement") will be submitted to the Houston Airport System so as to assure receipt no later than ten (10) business days prior to anticipated execution of the concession Agreement by the City.

The Concessionaire designates the following person as its ACDBE Liaison Officer:

_____

(Name- Please print or type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____

(Name and Title of Affiant- Print or type)

_____

(Signature)

_____

(Date)

On this _____ day of _____, 20___,

The above signed officer, _____(Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

_____

(Notary Public Signature)

Commission expires:_____ Seal

EXHIBIT III – COMPENSATION TO CITY
SOLICITATION NO.: H08-IR3-2015-005

Minimum Proposed Fees

List in the spaces provided below, the Percentage Fee Rate(s) that you propose to pay the City during the Term by merchandise category, revenue tiers, and/or location, if applicable. Use additional sheets as necessary.

Proposed Percentage Fee Rate(s)
In the space below, please enter the proposed Percentage Fee Rate(s) for each merchandise category and/or revenue tiers (if applicable).

The Minimum Acceptable Percentage Fee is 14.00% for Retail, 8% for Automated Retail and 20% for Duty Free, if applicable.

Merchandise Category / Revenue Tiers	Percentage Fee Rate

I am duly authorized on behalf of _____to submit this Proposed Percentage Fee Rates.

Signature:_____

Printed Name:_____

Company:_____

Address:_____

_____

Date:_____

EXHIBIT IV –SAMPLE CERTIFICATE OF INSURANCE FOR SERVICES
SOLICITATION NO.: H08-IR3-2015-005

CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. **Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.**

Producer: [Insert name of Insurance Company]

Street/Mailing Address: [Insert address of insurance company]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone#: [Office Phone Number]

Insured: [Insert name of the Contractor]

Street/Mailing Address: [Insert mailing address of Contractor]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone#: [Office Phone Number]

WORKERS COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of *The City of Houston*
Waiver of Subrogation Endorsement Number: [Enter Waiver of Subrogation Endorsement Number]

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]			Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance _____	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	☐ W.C. Statutory Limits E.L. Each Accident $[Enter policy amount] E.L. Disease – Each Employee $[Enter policy amount]
Employers' Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	E.L. Disease – Policy Limit $[Enter policy amount]

COMMERCIAL GENERAL LIABILITY INSURANCE:
Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.
Additional Insured Endorsement #: [Enter Endorsement Number] **Waiver of Subrogation Endorsement #:** [Enter Endorsement No.]

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]			Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability

Commercial General Liability Insurance *(choose one)* ____Claims Made ____Occurrence	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Each Occurrence: $[Enter policy amount] Products/Completed Operations Aggregate $[Enter policy amount] General Aggregate $[Enter policy amount]

AUTOMOBILE LIABILITY INSURANCE:
Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.
Additional Insured Endorsement Number: [Enter Endorsement Number] **Waiver of Subrogation Endorsement Number:** [Enter Waiver of Subrogation Endorsement Number]

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]			Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
□ Any auto □ All Owned autos □ Hired Autos □ Scheduled Autos □ Non-owned Autos	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Combined Single Limit $[Enter policy amount] Bodily Injury (per person) $[Enter policy amount] Bodily Injury (per accident) $[Enter policy amount] Property Damage (per accident) $[Enter policy amount]

OTHER INSURANCE COVERAGE: (i.e. Excess Insurance, MCS-90, OCP or other needed insurance; use 3d page for needed information)

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]			Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Excess Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Pollution	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Builder's Risk	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE CONTRACT PROVISIONS.

PROJECT DESCRIPTION (Insert Project Manager Name, City Department and Mailing Address, and WBS Number)

EXHIBIT IV –SAMPLE CERTIFICATE OF INSURANCE FOR SERVICES
SOLICITATION NO.: H08-IR3-2015-005

[Insert Project Manager Name, City Department and Mailing Address, WBS Number, and Project Description]
_____ _____ _____

AGENT CERTIFICATION

THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company: [Insert name of Insurance Company]	Name of Authorized Agent: [Insert name of Insurance Agent]
Company Address: [Insert address of insurance company]	Agent's Address: [Insert address of insurance agent]
City: [Insert city] State: [Insert State] Zip: [Zip Code]	City: [Insert city] State: [Insert State] Zip: [Zip Code]
Authorized Agent's Phone Number (including Area Code) [Office Phone Number]	Original Signature of Authorized Agent X
	Date [Date of Signature]

EXHIBIT IV –SAMPLE CERTIFICATE OF INSURANCE FOR SERVICES
SOLICITATION NO.: H08-IR3-2015-005

Additional Notes:

WORKERS COMPENSATION INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY INSURANCE

AUTOMOBILE LIABIILTY INSURANCE

OTHER INSURANCE COVERAGE

Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name:	[Insert insurance company name]
NAIC#:	[Insert NAICS code]
Carrier Phone Number:	[Insert Office Phone Number]
Type of Insurance:	[Insert specific type of insurance]

Carrier Name:	[Insert insurance company name]
NAIC#:	[Insert NAICS code]
Carrier Phone Number:	[Insert Office Phone Number]
Type of Insurance:	[Insert specific type of insurance]

Carrier Name:	[Insert insurance company name]
NAIC#:	[Insert NAICS code]
Carrier Phone Number:	[Insert Office Phone Number]
Type of Insurance:	[Insert specific type of insurance]

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: H08-IR3-2015-005

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 Proposers 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, partners having an equity interest of 10% of 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.

EXHIBIT V – FORM "A": FAIR CAMPAIGN
SOLICITATION NO.: H08-IR3-2015-005

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-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the. names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

[ ] **SOLE PROPRIETORSHIP**

Name_____ _____
Proprietor Address

[ ] **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name_____ _____
Partner Address

Name _____ _____
Partner Address

[ ] **A CORPORATION**

List all directors of the corporation (if none state "none"):

Name_____ _____
Director Address

Name_____ _____
Director Address

Name _____ _____
Director Address

EXHIBIT V – FORM "A": FAIR CAMPAIGN
SOLICITATION NO.: H08-IR3-2015-005

List all officers of the corporation (if none state none"):

Name_____ _____
Officer Address

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

EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

SOLICITATION NO.: H08-IR3-2015-005

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 Proposers to this Invitation to Bid 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. 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 a contracting 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.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: H08-IR3-2015-005

ORIG. DEPT.:_____ **FILE/I.D. NO.:**_____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ **§**
§ **AFFIDAVIT OF OWNERSHIP OR CONTROL**
COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, on this day personally appeared _____ [***FULL NAME***] (hereafter "Affiant"), _____ [***STATE TITLE/CAPACITY WITH CONTRACTING ENTITY***] of _____ [***CONTRACTING ENTITY'S CORPORATE/LEGAL NAME***] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [***DESCRIBE PROJECT OR MATTER***] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: H08-IR3-2015-005

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE**: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

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]***_____

5% Owner(s) or More (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]***_____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: H08-IR3-2015-005

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]*** _____

_____

_____

_____

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 VII: DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

SOLICITATION NO.: H08-IR3-2015-005

(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.

EXHIBIT VII – ATTACHMENT "A"
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: H08-IR3-2015-005

I, _____ as an owner or officer of
(Name) (Print/Type) **(Title)**

_____ (Contractor)
(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.

_____
Date

_____
Contractor Name

_____
Signature

_____
Title

EXHIBIT VII – ATTACHMENT "B"
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: H08-IR3-2015-005

I, _____ as an owner or officer of
(Name) (Print/Type) **(Title)**

_____ (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

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

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

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

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

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

	Random	**Reasonable Suspicion**	**Post Accident**	**Total**
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

EXHIBIT VII – ATTACHMENT "C" AND "D"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: H08-IR3-2015-005

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

ATTACHMENT "D"

I _____ as an owner or officer of
(NAME) **(PRINT/TYPE)**
_____ (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'S NAME**

_____
SIGNATURE

_____
TITLE

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

_____ _____
Date Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: H08-IR3-2015-005

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. 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 IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: H08-IR3-2015-005

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT X: EXPERIENCE AND QUALIFICATION STATEMENT
SOLICITATION NO.: H08-IR3-2015-005

Experience and Qualifications Statement

Provide the following information for the Respondent and any proposed subtenants. Complete a separate statement for each subtenant. Use additional sheets if necessary.

Experience & Qualifications

1. Furnish the names of retail and/or duty free facilities operated in the prior three years; a description of each store concept; the number of total employees for each facility; and if the facility was operated at an airport. Indicate the airport if applicable.

2. Attach photographs of the interior and exterior of any existing stores or other similar facilities.

3. Furnish any other additional information that will indicate your retail experience as it pertains to this RFP.

4. Name of on-site manager(s) and/or key personnel. Please attach resume(s).

Historical Retail Statistics

1. Complete the following information:

	Total Gross Sales $	Number of Facilities	Total Square Feet	Sales / Square Feet
Airport				
2013	_____	_____	_____	_____
2012	_____	_____	_____	_____
2011	_____	_____	_____	_____
Non-Airport				
2013	_____	_____	_____	_____
2012	_____	_____	_____	_____
2011	_____	_____	_____	_____

2. Complete the following information with your retail sales experience that directly relates to the merchandise concepts in your proposal.

	Concept Related Total Gross Sales $	Number of Facilities	Total Square Feet	Sales / Square Feet
Airport	_____	_____	_____	_____
2013	_____	_____	_____	_____
2012	_____	_____	_____	_____
2011	_____	_____	_____	_____
Non-Airport				
2013	_____	_____	_____	_____
2012	_____	_____	_____	_____
2011	_____	_____	_____	_____

EXHIBIT XI: PRE-PROPOSAL TOUR REGISTRATION FORM
SOLICITATION NO.: H08-IR3-2015-005

Pre-Proposal Tour Registration Form

Attendee Name _____

Attendee Name _____

Company Name _____

Phone Number _____

Fax Number _____

E-mail Address _____

HOU guided airport tour will be held on Tuesday, August 26, 2014, immediately following the pre-proposal meeting. The tour will occur on the secured sides of the Airport; therefore, unless an attendee is flying on the day of the meeting, it will be necessary to escort attendees through the security checkpoint. To facilitate security clearance, HAS requests interested individuals register for the pre-proposal tour. Please complete and fax this form to:

Houston Airport System
Attn: Elnora Williams
281/230-8094 fax

☐ Attendees must fax this form to Elnora Williams no later than 2:00 P.M. local time on Wednesday, August 20, 2014 in order to participate in the tour.

☐ To participate in the tour, attendees must bring current picture identification, such as a driver's license or passport.

☐ Proposers are requested to limit the number of attendees to **no more than two people** per business.

☐ HAS will confirm the location, tour time and escort procedures with you after receipt of the registration form.

PERFORMANCE BOND

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THAT WE, _____, as principal, hereinafter called "Concessionaire" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation ("City") in the sum of _____ ($_____) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, Concessionaire and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, on or about this day, the Concessionaire has entered into a contract in writing with the City of Houston, Texas, for_____ ("Contract") which is made a part of this instrument as fully and completely as if set out in full herein.

NOW, THEREFORE, if Concessionaire shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of the Contract and with this bond, and shall promptly pay to the City of Houston in full the sums of money that become due and payable to it under the terms of the Contract, including attorney fees, and shall indemnify, and hold harmless the City, its officers, agents, and employees as required by the Contract, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect, and the sum of $_____ shall be payable to the City of Houston on demand.

It is further understood and agreed that the Surety has full faith and confidence in the integrity and ability of Concessionaire to perform under the Contract, and the Surety does hereby relieve the City of Houston and its representatives from the exercise of any diligence whatever in securing compliance on the part of Concessionaire with the terms of the Contract, and the Surety waives any notice to it of any default, or delay by Concessionaire in the performance of this Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of Concessionaire, its agents and representatives in all matters pertaining to the Contract.

It is further expressly agreed by the Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes, extensions or modifications in the Contract, and in the work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release the Surety therefrom. The Surety hereby expressly waives notice of all changes, extensions and modifications to the Contract.

IT IS EXPRESSLY AGREED THAT SURETY AND CONCESSIONAIRE WILL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE CITY OF HOUSTON FROM AND AGAINST ANY LIABILITY, LOSS, COST, EXPENSE AND DAMAGE ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF CONCESSIONAIRE, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES, TO FAITHFULLY AND FULLY PERFORM UNDER THE CONTRACT, AS THE SAME MAY BE CHANGED, EXTENDED OR MODIFIED. THE SURETY'S OBLIGATION SHALL NOT EXCEED THE AMOUNT OF THIS BOND.

EXHIBIT XII: ATTACHMENT "A"
PERFORMANCE BOND (CONTINUE)
SOLICITATION NO.: H08-IR3-2015-005

If the City brings any suit or other proceeding at law on this bond, or the Contract or both, Concessionaire and Surety agree to pay to the City the additional sum of 10% of whatever amount may be recovered by the City, which sum of 10% is agreed by all parties to be indemnity to the City for the expense of or time consumed by its City Attorney, his or her assistants, and other costs and damage to the City. The amount of 10% is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas, and shall be non-cancelable.

This bond is renewable annually at the option of the Surety upon each anniversary of the effective date of the Contract Term, as stated in the Contract (the "renewal date"); provided that this bond shall be automatically renewed unless the Surety gives Concessionaire and the City written notice 30 days prior to the renewal date that Surety elects not to renew this bond. Notice shall be given to the City and to Concessionaire at the addresses specified in the Contract.

THIS PERFORMANCE BOND shall be binding on the Principal and Surety executing the same, jointly and severally, their legal representatives, successors and assigns.

EXECUTED in triplicate originals this ___ day of _____, A.D. 201__.

ATTEST/WITNESS (Corporate Seal): _____
(Principal)

By:_____
Name:
Title:

By:_____
Name:
Title:

ATTEST/WITNESS: (Corporate Seal) _____
Surety (Full Legal Name of Surety)

By:_____
Name:
Title:

By:_____
Name:
Title:

The foregoing bond is approved as to form this _____ day of _____, A.D. 201____.

REVIEWED:

_____
Assistant City Attorney

EXHIBIT XII: ATTACHMENT "B"
IRREVOCABLE STANDBY LETTER OF CREDIT
SOLICITATION NO.: H08-IR3-2015-005

IRREVOCABLE STANDBY LETTER OF CREDIT
DATE OF ISSUANCE_____

City of Houston
Houston Airport System
P. O. Box 60106
Houston, Texas 77205

Re: Credit No._____

We hereby establish our Irrevocable Standby Letter of Credit in your favor for the account of_____ (the "Concessionaire"), for the aggregate amount not exceeding _____United States Dollars ($_____), available to you at sight upon demand at our counters at Houston, Texas, on or before the expiration hereof against presentation to us of one or more of the following statements, dated and signed by a representative of the City of Houston:

1. "Concessionaire has not provided a substitute Letter of Credit or alternate security in accordance with the terms and provisions (including any applicable notice or grace period or both) of the Agreement dated _____, between the City of Houston and Concessionaire, as the same may have been amended (the "Agreement") and this Letter of Credit has 20 days or less until expiration".

   or

2. "Concessionaire has failed to pay the City of Houston in accordance with the terms and provisions of the _____ Concession Agreement authorized under City Ordinance No. 2012- _____, Contract No. _____, applicable City of Houston Ordinances, or Houston Airport System Rules and Regulations". The City of Houston shall specify the amount Account Party owes.

The amount which may be drawn by the City of Houston under this Letter of Credit will be automatically reduced by the amount of any drawings paid through the Issuing Bank referencing this Letter of Credit No._____. Partial drawings are permitted hereunder.

This Letter of Credit expires _____ days from the date of issuance, but shall automatically extend without amendment for additional_____-day periods from such expiration date and from subsequent expiration dates, if the City of Houston, as beneficiary, and the Concessionaire have not received due notice of our intention not to renew 90 days before any such expiration date.

We hereby agree with you that originals or copies of documents drawn under and in compliance with the terms of this Letter of Credit must be duly honored upon presentation as specified.

This Letter of Credit shall be governed by the Uniform Customs and Practices for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 13(b) and 17 of the UCP, in which case the terms of this Letter of Credit govern.

If an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiration date of this Letter of Credit will be automatically extended without amendment to a date 30 calendar days after the place for presentation reopens for business.

This Letter of Credit may not be amended, changed or modified without the express written consent of the City of Houston as the Beneficiary, the Issuing Bank, and the Concessionaire.

Sincerely,

_____
Name:
Title:

WITNESS:

_____
Name:
Title

Store Concept and Design

Provide the proposed store name and a brief description of the merchandising concept for each location. Also indicate if the facility will be an ACDBE facility and if so, identify the proposed organizational structure (e.g., Joint Venture, direct subcontract, 100% DBE). Use additional sheets as necessary.

Unit No.	Store Name	Brief Description of Concept	ACDBE Facility	Proposed Organizational Structure

Store Concept Development

(CONTINUED)

Provide the following information for each location. Use additional sheets if necessary.

1. Proposed merchandise categories and approximate price range for each category. Also indicate if the proposed price conforms to the City's value pricing policy. **(ATTACHMENT A, Section 1.7)**

Location/ Store Name	Merchandise Category and Description	Price Range	Percentage of Floor Space	Value Pricing (y/n)

2. Describe the proposed visual merchandising plan. You may include illustrations, rendering, photographs, or architectural plans.

3. Describe the methods you will use to monitor and remain current with retail merchandising trends during the term of the Agreement.

4. Identify three comparable stores in the Greater Houston Metropolitan Area for price comparisons in accordance with the City's value pricing policy. If you operate other, similar stores in the Greater Houston Metropolitan Area, a sample of these stores must be included as a comparable store for price comparison.

EXHIBIT XIV: BUSINESS PLAN FORM
SOLICITATION NO.: H08-IR3-2015-005

Provide projection of sales, expenses, net income and cash flow for each store location. Projected gross sales in years 2 thru 10 should not exceed 10% of the prior year projections.

Describe major assumptions. Use the following format for a separate projection for each location. Attach additional sheets as necessary.
Also provide a grand total to include total operation of all of the locations.

Store Operator_____ Store Location_____

Store Name_____

Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Gross Sales										
Less: Cost of Goods Sold										
Gross Margins										
Operation Expenses:										
Fees to the City										
Employee Benefits										
Employee Salaries/Wages										
Utilities and Telephone										
Maintenance/Cleaning/Supplies										
Insurance										
Marketing/Advertising										
Franchise/Royalty Fees										
General & Administration										
Interest										
Depreciation and Amortization										
Other (Please Specify)										
Total Expenses										
Net Income										
Add: Depreciation and Amortization										
Equals: Cash Flow from Operations										
Beginning Cash Balance										
Add: Cash Flow from Operations										
Less: Debt Service (Principal Only)										
Less: Capital Expenditures										
Equals: Ending Cash Balance										

Assumptions:_____
_____
_____
_____

EXHIBIT XV: PROPOSER CONTACT DIRECTORY FORM
SOLICITATION NO.: H08-IR3-2015-005

PROPOSER CONTACT DIRECTORY

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proposer. This Proposer Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proposer Service Provider Key Personnel (as appropriate) listed in the Concessions Agreement included in this RFP.

EXHIBIT XVI: PREFERENCE AWARD FORM
SOLICITATION NO.: H08-IR3-2015-005

Preference Award Form
Please mark your preference in numerical order for the packages that you submit

Rank Award Preference

Retail Package IAH #1 _____

Retail Package IAH #2 _____

Retail Package IAH #3 _____

Corporate Proposer:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proposer:
[Insert Proposer Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

EXHIBIT XVII: REFERENCES
SOLICITATION NO.: H08-IR3-2015-005

LIST OF PREVIOUS CUSTOMERS

1. Company Name: _____ Phone No.: _____
   Address: _____
   Contact Name: _____ Email: _____
   Award Date: _____ Completion Date: _____
   Project Name/Title: _____
   Description: _____
   _____
   _____

2. Company Name: _____ Phone No.: _____
   Address: _____
   Contact Name: _____ Email: _____
   Award Date: _____ Completion Date: _____
   Project Name/Title: _____
   Description: _____
   _____
   _____

3. Company Name: _____ Phone No.: _____
   Address: _____
   Contact Name: _____ Email: _____
   Award Date: _____ Completion Date: _____
   Project Name/Title: _____
   Description: _____
   _____
   _____

4. Company Name: _____ Phone No.: _____
   Address: _____
   Contact Name: _____ Email: _____
   Award Date: _____ Completion Date: _____
   Project Name/Title: _____
   Description: _____
   _____
   _____

EXHIBIT XVIII: EXCLUSIVE SUBCONCESSIONAIRE AGREEMENTS CERTIFICATION
SOLICITATION NO.: H08-IR3-2015-005

PLEASE NOTE THAT THIS FORM MUST BE EXECUTED BY AUTHORIZED REPRESENTATIVES OF PROPOSER AND ALL OF PROPOSER'S SUBCONCESSIONAIRES.

PROPOSER AND ALL SUBCONCESSIONAIRES HEREBY CERTIFY that, as of the Proposal Deadline set forth in this RFP (as amended by any LOC), neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any subconcessionaire or prospective subconcessionaire, which seeks to restrict the ability of such subconcessionaire to participate as a subconcessionaire, using the same concept/brand or otherwise, to any other Proposer that may submit a proposal in response to this RFP or any other Airport Retail RFP issued by the City contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or prospective subconcessionaire(s). It shall not restrict Proposer's right to enter into or maintain exclusive franchise or licensing arrangements nor shall it prohibit Proposer from requiring that prospective subconcessionaires enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer to subconcessionaire related to this RFP.

Dated the _____ day of _____, 20__.

Corporate Proposer:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proposer:
[Insert Proposer Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary **(Seal)**

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Corporate Subconcessionaire:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Subconcessionaire:
[Insert Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

[ADD PAGES AS NECESSARY]

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I,_____, on behalf of _____, Proposer, acknowledge that if selected as the Selected Proposer for **Retail Concessions for George Bush Intercontinental Airport Package 3,** Proposer shall comply completely and promptly with all insurance and bonding requirements contained in the Concessions Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

Proposer understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of a Concessions Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proposer understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proposer receives a final Concessions Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proposer from further consideration for the Concessions Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proposer understands and agrees to comply unconditionally with all requirements related to insurance and bonding contained in the Concessions Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Date:_____
Corporate Proposer:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proposer:
[Insert Proponent Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)
My Commission Expires:_____

EXHIBIT XX: PROOF OF INSURANCE AND BONDING CAPACITY
SOLICITATION NO.: H08-IR3-2015-005

INSURANCE COVERAGE AND BONDING CAPACITY

Proposer shall provide the City with satisfactory evidence of the Proposer's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Texas to transact Surety business in the State of Texas. Proposer shall submit this form with its Proposal.

SURETY:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

BONDING CAPACITY IS:_____

INSURER:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

Proposer is required to submit a letter from the Company providing insurance and bonds for this project certifying that the Company will provide insurance and bonds in accordance with the Insurance Requirements, Section 3.3 and Bond Requirements set forth in ATTACHMENT A, Section 1.10.

Date: _____

Corporate Proponent:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
By:_____

EXHIBIT XX: PROOF OF INSURANCE AND BONDING CAPACITY
SOLICITATION NO.: H08-IR3-2015-005

Name:_____
Title:_____

_____
Notary Public (Seal)
My Commission Expires:_____

PREMISES AVAILABILITY SCHEDULE

Packages	**Premises Availability Dates**
IAH Retail/Duty Free	
IAH Retail/DF Package #3	July 1, 2015

EXHIBIT XXII: REQUIRED PROPOSAL SUBMITTAL CHECK SHEET
SOLICITATION NO.: H08-IR3-2015-005

The following submittals must be completed and submitted with each Proposal

Item #	Required Proposal Submittal Check Sheet[1]	Check (√)
1.	Title Page	
2.	EXHIBIT I - Offer and Submittal	
3.	Letter of Transmittal	
4.	Executive Summary	
5.	Proposal Guarantee	
6.	Customer Service/Management and Operations Plan	
7.	EXHIBIT XIV - Business Plan	
8.	EXHIBIT XIII - Concept Development and Merchandise Mix	
9.	Design, Material and Sustainability	
10.	EXHIBIT X - Experience and Qualification Statement	
11.	EXHIBIT III - Compensation to City	
12.	Financials	
13.	EXHIBIT II - ACDBE Plan	
14.	EXHIBIT V - Fair Campaign Ordinance Form "A"	
15.	EXHIBIT VI - Affidavit of Ownership or Control	
16.	EXHIBIT VII - Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C"	
17.	EXHIBIT VIII - Anti-Collusion Statement	
18.	EXHIBIT IX - Conflict of Interest Questionnaire	
19.	EXHIBIT XI - Pre-Proposal Tour Registration Form	
20.	EXHIBIT XV - Contact Directory Form	
21.	EXHIBIT XVI - Preference Award Form	
22.	EXHIBIT XVII - List of References	
23.	EXHIBIT XVIII - Exclusive Subconcessionaire Agreements Certification	
24.	EXHIBIT XIX - Acknowledgment of Insurance and Bonding Requirements	
25.	EXHIBIT XX - Proof of Insurance and Bonding Capacity	
26.	Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information	

This table is included for Proposer's convenience and may be used to track the preparation and submittal of required information with its Proposal.