

EXHIBIT A

Proprietary Information Redacted

FORM 1: CHECK LIST

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

REQUEST FOR PROPOSALS NO. 12300507

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

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

	Checkbox Column	Form #	Item Name	Notes/Instructions
✓	✓	1	Cover Letter and Proposal Checklist	Complete one form for entire Proposal
✓	✓	2	Proposed Business Terms & Conditions	Complete one form for entire Proposal
✓	✓	3	Proposal Guarantee OR Proposal Bond	Submit one check or Letter of Credit for entire Proposal in the required amount
✓	✓	4	Non-Collusion Affidavit	Complete one form for entire Proposal
✓	✓	5	References	Complete one form for entire Proposal
✓	✓	6	Proposer Qualification Questionnaire	Complete one form for entire Proposal
✓	✓	7	Statement of Acceptance of the Indemnification and Insurance Requirements	Complete one form for entire Proposal
	✓	8	Certification for Local Preference - N/A	Complete separate form for each Unit within Proposal
✓	✓	9	Addenda and Time Period to Award/Reject	Complete one form for entire Proposal

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

Bid Results

Bidder Details

Vendor Name	Hudson Group
Address	One Meadowlands Plaza East Rutherford, New Jersey 07073 United States
Respondee	HG Fresno Concessionaires JV
Respondee Title	Mike Callaghan - Director of Business Development
Phone	201-957-3937
Email	ProposalTeam@hudsongroup.com
Vendor Type	NONE
License #	CADIR

Bid Detail

Bid Format	Electronic
Submitted	01/17/2023 1:28 PM (PST)
Delivery Method	Electronic Submission via Planet Bids
Bid Responsive	
Bid Status	Submitted
Confirmation #	315862
Ranking	0

Respondee Comment

Please note: We understand the direction within the submission of proposal section states “The flash drive submittal must contain one file per tab, each named accordingly (i.e. Cover Letter, Tab A, etc.) to coincide with each Proposal tab contained within the Proposal; files within tab files to separate and name individual electronic documents is required.” When submitting via planet bids, we are only permitted to upload up to 4 documents. Due to this limitation, we had to combine all tabs into one master response. We are happy to provide each tab separately upon request. Please also note that the proposal guarantee was not uploaded as its own separate attachment. We required that upload space to ensure both proposals and pro formas were submitted. The hard copy of the proposal guarantee was submitted on 1/17 and a copy is also included in the master proposal responses.

Buyer Comment

Attachments

Sending Cashier's Check as Bid Security

File Title	File Name	File Type
HG Fresno Concessionaires JV, All Spaces Proposal - Compressed.pdf	HG Fresno Concessionaires JV, All Spaces Proposal - Compressed.pdf	Proposal documents
HG Fresno Concessionaires JV _Retail Only Proposal -Projected Gross Receipts, Rent and Cash Flow (Form 15).xlsx	HG Fresno Concessionaires JV _Retail Only Proposal -Projected Gross Receipts, Rent and Cash Flow (Form 15).xlsx	Bid Bond
HG Fresno Concessionaires JV, Retail Spaces Proposal - Compressed.pdf	HG Fresno Concessionaires JV, Retail Spaces Proposal - Compressed.pdf	General Attachment
HG Fresno Concessionaires JV_All Space Proposal _Projected Gross Receipts, Rent and Cash Flow (Form 15).xlsx	HG Fresno Concessionaires JV_All Space Proposal _Projected Gross Receipts, Rent and Cash Flow (Form 15).xlsx	General Attachment Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Schedule 1 & 2							\$2.0000		
1			FAT Total Schedule No. 1	Lump Sum	1	\$1.0000	\$1.0000	Yes	Please note – we have submitted all required financial documents within our electronic submittal.
2			FAT Total Schedule No. 2	Lump Sum	1	\$1.0000	\$1.0000	Yes	Please note – we have submitted all required financial documents within our electronic submittal.

Line Item Subtotals

Section Title	Line Total
Schedule 1 & 2	\$2.0000
Grand Total	\$2.0000



NEWS & CONVENIENCE CONCESSIONS
At Fresno Yosemite International Airport Terminal



Cover Letter

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

COVER LETTER

On behalf of HG Fresno Concessionaires JV, we are pleased to submit our proposal for management of the retail spaces located at Fresno Yosemite International Airport. HG Fresno Concessionaires JV is a joint venture between Hudson (87% ownership) "The Traveler's Best Friend" for over 30+ years and local ACDBE retailer Martinez-Niebla, LLC (13% ownership).

Proposed Concepts (All Spaces)

For this opportunity we're proposing Hudson, Brookstone & Einstein Bros Bagels & Coffee.



T-105

Hudson remains the only travel essentials brand known and loved by travelers.

Einstein Bros. Bagels is also known from coast to coast and it would be a first in Fresno. What a powerful "hybrid" concept – N&C and coffee, a combo we know well and operate expertly.



C-135

In late 2019, all **Brookstone** locations in U.S. airports became powered by **Hudson**. Since that time, we've transformed the brand into a tech-centric lifestyle brand that carries the hottest in audio, tech, STEM, chargers, and even tech-enabled wellness items. It's THE airside concept to explore and experience technology.



POD

In recent years, we've focused on the need for hybrid locations – meaning the combination of different types of concessions in a single space. Regardless of the food option chosen for the POD space, we will customize the assortment of this **Hudson** to maximize sales and the guest experience.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

COVER LETTER

Supporting the Fresno Community

We're proud to share a few ways that we connect with the Fresno area today, and tomorrow.



We're delighted to share that, Rueben Martinez – co owner of Martinez-Niebla, LLC, is known and welcomed by long-time community leader Richard Ybarra. In addition to being the CEO of MNC and the son-in-law of Cesar Chavez, he is a resident of Fresno County. Mr. Ybarra offered a letter of support, included with Form 6 of our response, in which he shares that due to his deep knowledge of the Valley's "history, traditions as well as the social and economic conditions and value" that he's confident Mr. Martinez will add "value to the broader community."



Thanks to our relationship with the National Park Foundation, in 2023 we'll be launching several volunteer initiatives to support Fresno's national parks. We're passionate about supporting the local community and environment – including Fresno County.



Canyon National Park



Sequoia National Park



Yosemite National Park

Thank You.

Thank you so much for your time and consideration. We look forward to our continued partnership with the Fresno Yosemite International Airport.

Sincerely,

A handwritten signature in blue ink that reads "Brian J. Quinn".

Brian Quinn

1 Meadowlands Plaza
East Rutherford, NJ 07073
proposalteam@hudsongroup.com
(201) 939-8109

In the RFP documents, the evaluation criteria (pg. 24) contained items that were not included in the proposal format provided (pg. 28). We complied strictly with the prescribed proposal outline and as a result, some items in the evaluation criteria were excluded. We would like an opportunity to provide more information, to ensure our capabilities and proposed solution receive the proper scoring according to the evaluation criteria. Thank you.

Proposer's Name: HG Fresno Concessionaires JV
(Submit with Proposal)

**FORM1: COVER LETTER TO THE PURCHASING MANAGER
INCLUDING PROPOSER CHECKLIST**

Date:

TO: Purchasing Manager
City of Fresno-Finance and Purchasing Department
2600 Fresno Street
Fresno, California 93721

SUBMITTED BY:

Proposer: Iris Messina

Proposer's Company: HG Fresno Concessionaires JV

Proposer's Contact Email: IMessina@hudsongroup.com

Mailing Address: 1 Meadowlands Plaza

City, State, Zip: East Rutherford, NJ 07073


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

REQUEST FOR PROPOSALS NO. 12300507

The undersigned hereby submits to the Purchasing Manager of the City of Fresno this proposal for Food & Beverage Concessions and News & Gift Concessions Agreement (Agreement) at Fresno Yosemite International Airport Terminal for City of Fresno, Airports Department as described in this and the attached documents.

Provisions of this proposal are based upon all the terms, covenants and conditions set forth in the RFP, the Agreement and all the other RFP documents.

The signature(s) below represent those of the Proposer and comply with the requirements of this RFP.

Brian J. Quinn	Chief Operating Officer	
Print Name	Print Title	Signature

Print Name	Print Title	Signature
------------	-------------	-----------

Print Name	Print Title	Signature
------------	-------------	-----------

(If the proposal is submitted by a corporation the corporate seal must be affixed to this proposal.)
Seal

FORM 1: CHECK LIST

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

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N/A Electronic Submission	Other	Flash Drive containing Proposal and all Forms	1 Flash Drive (included in Original Binder)



FORM 12: Proposer Questions

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

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

RFP NO. 12300507

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

(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 10/12/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION: We noticed a discrepancy in the question deadline. The proposed schedule in the RFP states December 6, 2022. The planetbids site states November 22, 2022. Please confirm which date is accurate.
Thank you!

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

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 2

DATE: 10/12/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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RIGHTFAX # (559) 457-1244

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RFP NO. 12300507

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

(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 10/24/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION: Can the City provide LODs for the Concourse A Space POD delineating the space between retail _____
and F&B for those parties considering space category proposal Option 2 (News & Convenience) OR _____
proposal Option 3 (Food & Beverage) ONLY? _____

ANSWER: Note for Pod Spaces: It is the intent of the City to redevelop these spaces as indicated on the
attached Lease Outline Drawing (LOD). However, the City desires to receive a design that is
highly efficient and representative of the requirements stated within the RFP.

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 5

DATE: 10/28/22

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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

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Employee's E-mail Address: Tamra.Torrence@fresno.gov

(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 10/24/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION: Can the City please provide an LOD of the Concourse A; Space POD - We'd like to understand how the city is envisioning the layout between both the F&B and N&C concepts in the space.

Right now we see one large space, but not how each of the individual units within that space will be located or positioned.

ANSWER: Note for Pod Spaces: It is the intent of the City to redevelop these spaces as indicated on the attached Lease Outline Drawing (LOD). However, the City desires to receive a design that is highly efficient and representative of the requirements stated within the RFP.

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 5

DATE: 10/28/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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

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

RFP NO. 12300507

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

(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 10/31/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION:

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

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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

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

RFP NO. 12300507

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

(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 11/15/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION: Can you please clarify the security deposit amount (SECTION 15.01 FORM OF SURETY)?

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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TELEPHONE # (559) 621-1332
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(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 11/21/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION:

What is available for support premises (storage and office space) and where is it located?

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



FORM 12: Proposer Questions

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TELEPHONE # (559) 621-1332
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**PROPOSER QUESTIONS FOR:
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CONCESSIONS AT FRESNO YOSEMITE INTERNATIONAL
AIRPORT TERMINAL FOR CITY OF FRESNO, AIRPORTS
DEPARTMENT**

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QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 11/21/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION:

How and where are deliveries received? What is the path concessionaires need to use to bring products to each space?

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



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TELEPHONE # (559) 621-1332
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(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 11/21/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION:

Is there a loading dock? and if so, where is it located?

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

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(FOR CITY OF FRESNO USE ONLY)

QUESTION No: _____

DATE: ____ REVIEWED BY: ____

RESPONSIBLE FOR RESPONSE:

☐ CITY

☐ CONSULTANT

FROM: Iris Messina

COMPANY: Hudson

CONTACT PERSON: Iris Messina

DATE: 11/22/2022

PHONE No: 201.957.3937

FAX No: N/A

QUESTION:

Are the F&B spaces currently vented and can we access the vents? If not, are we able to vent the spaces?

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

RESPONSE BY: MELISSA GARZA-PERRY

INCLUDED IN ADDENDUM NO. 7

DATE: 12/9/2022

DATE: _____

Duplicate as Necessary, one sheet per question.



**FRESNO
YOSEMITE**
International
Airport

AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

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

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

City of Fresno

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed: 

Company: HG Fresno Concessionaires JV

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

Addenda to date: 1
October 6, 2022

Addendum

Rev. 10-2021

IFRESNO

City of Fresno
Airports Department
4995 E Clinton Way,
Fresno, California 93727-1525
(559) 621-4500
flyfresno.com



**FRESNO
YOSEMITE**
International
Airport

AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

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

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

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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

Addenda to date: 2
October 12, 2022

Addendum

Rev. 10-2021

IFRESNO

City of Fresno
Airports Department
4995 E Clinton Way,
Fresno, California 93727-1525
(559) 621-4500
flyfresno.com



**FRESNO
YOSEMITE**
International
Airport

AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

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

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

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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Addenda to date: 3
October 12, 2022

Addendum

Rev. 10-2021

IG FRESNO

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Airports Department
4995 E Clinton Way,
Fresno, California 93727-1525
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YOSEMITE**
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AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

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

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

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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

Addenda to date: 4
October 12, 2022

Addendum

Rev. 10-2021

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AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

The clarifications below shall apply to the following:

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

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

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

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

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

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

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

Addendum

Rev. 10-2021



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

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

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

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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

Addenda to date: 5
October 28, 2022

Addendum

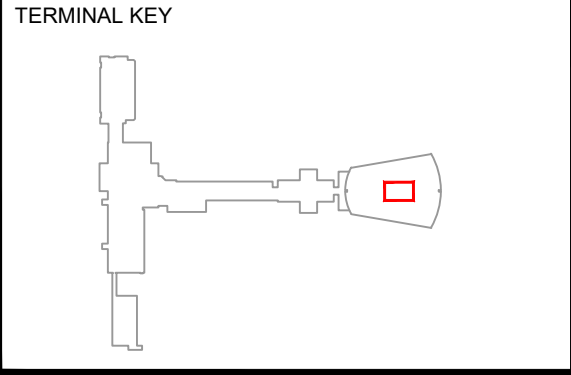
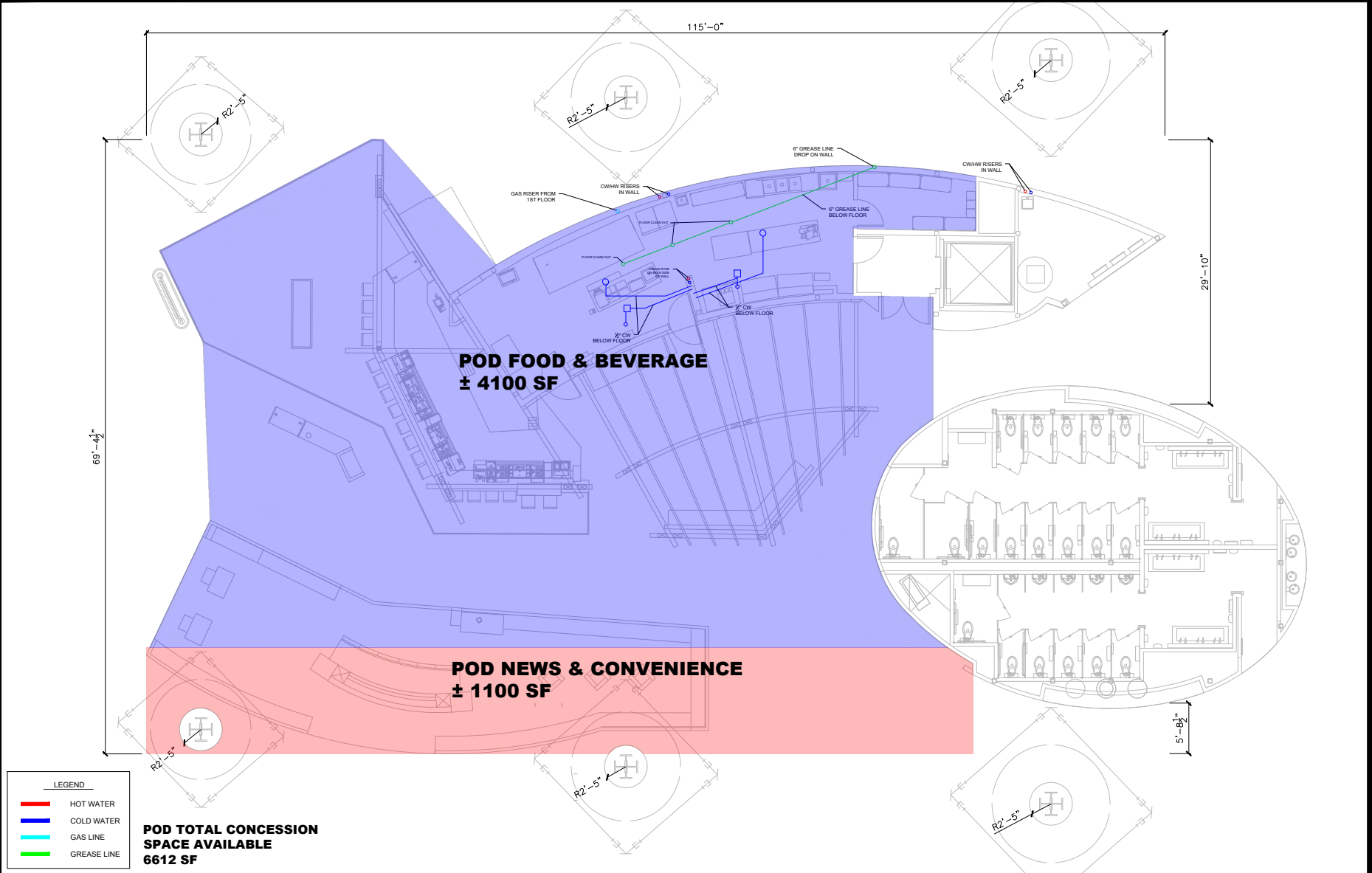
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 **FRESNO**

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FRESNO YOSEMITE INTERNATIONAL AIRPORT LEASE OUTLINE DRAWINGS

TERMINAL CONCESSIONS



DISCLAIMER:

THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.

GENERAL NOTES:

- ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
- OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
- BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

DATE:	10/28/22
SCALE:	1/16" = 1' - 0"
SHEET NUMBER:	C203



**FRESNO
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AIRPORT CODE: FAT

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

NOTICE TO ALL BIDDERS

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

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

Additional information provided via PowerPoint

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed: 

Company: HG Fresno Concessionaires JV

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

Addenda to date: 6
November 17, 2022

Addendum

Rev. 10-2021

IFRESNO

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

NOTICE TO ALL BIDDERS

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

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

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

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

QUESTIONS

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

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

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

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

Addendum 7



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

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

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

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

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

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

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

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

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

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

Addendum 7



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

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

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

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

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

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

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

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

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

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

Addendum 7



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

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

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

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

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

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

Additional Information Regarding Demo of existing facilities:

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

Revised Exhibit 1 to RFP:

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

Addendum 7



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Airports Department
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MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed: _____

Company: HG Fresno Concessionaires JV

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Addendum 7



City of Fresno
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ADDENDUM NO. 8

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

NOTICE TO ALL BIDDERS

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

PURCHASING DIVISION

NOTICE OF RELOCATION

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

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

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

559-621-1332

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

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

City of Fresno



MELISSA PERALES
Purchasing Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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Airport

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

NOTICE TO ALL BIDDERS

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

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

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

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

MELISSA GARZA-PERRY
Airports Properties Manager

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

Signed:  _____

Company: HG Fresno Concessionaires JV

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

January 9, 2023

Addendum 8

IFRESNO

City of Fresno
Airports Department
4995 E Clinton Way,
Fresno, California 93727-1525
(559) 621-4500
flyfresno.com



TAB 1 –
Proposed Business Terms
and Conditions


Proposer's Name **HG Fresno Concessionaires JV**
(Submit with Proposal)

FORM 2: BUSINESS TERM/DEAL

**NEWS & CONVENIENCE CONCESSIONS
AT FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,
AIRPORTS DEPARTMENT**

REQUEST FOR PROPOSALS NO. 12300507

Key Business Terms for News & Convenience (3 locations)	
Term	15 years from construction completion date of the entire package.
Space Rent (1 st Year)	\$40.00 square foot/year with annual CPI adjustments not to exceed 5% starting year 2.
Support Space Rent (1 st Year)	\$20.00 square foot/year with annual CPI adjustments not to exceed 5% starting year 2.
Percentage Rent Rate	10% of sales
Anticipated Minimum Capital Investment	\$ <u>837</u> per square foot
Mid-Term Refurbishment Requirement	\$ <u>158</u> per square foot
ACDBE Participation Goal	13% of Annual Gross Receipts
Required Hours	Concessionaire shall open all units a minimum of one and one-half hours before the first scheduled flight of the day and remain open until at least 30 minutes after the last departing flight (including flights that may have been delayed).
Use of Concession Space	The spaces associated with this concession opportunity may be used only for the sale of permitted News & Gift items as stated in the successful proposal. The specific concept will be documented in a final executed concession agreement. The space may not be subdivided into separate concepts, without prior written consent. No advertising or sponsorship is allowed in the concession space unless approved by City.
Storage Space	Concession storage space is available. Storage space cost is \$20.00 per square foot per year and is not included in the RR and is subject to annual CPI adjustments not to exceed 5% annually.
Restrictions on Use of the Concession Space	Proposers are restricted from proposing any uses except as described RFP response.

Agreed to by: 
Title: **Chief Operating Officer & Deputy CEO**

Date: 11/21/2022


Joint Venture Certificate of Authority

THE UNDERSIGNED, being all of the partners of HG Fresno Concessionaires JV (the "Company"), a joint venture to be formed, hereby certify that Jordi Martin Consuegra, Brian Quinn and/or Courtney Thornton as representatives of Hudson Group (HG) Retail, LLC, the majority partner and Administrator of the Company, are duly authorized to execute and deliver, on behalf of the Company, any and all agreements, documents and submissions in connection with the pending Request for Proposal No. 12300507 – Food & Beverage Concessions and News & Convenience Concessions at Fresno Yosemite International Airport Terminal for City of Fresno, Airports Department that are reasonably necessary to complete the Company's proposal in response to the Request for Proposal No. 12300507 – Food & Beverage Concessions and News & Convenience Concessions at Fresno Yosemite International Airport Terminal for City of Fresno, Airports Department and in the event of award, any and all documents related to the lease and operation of the awarded concessions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Authority this January
day of 01, 2023.

Hudson Group (HG) Retail, LLC

By: 

Martinez & Niebla, LLC

By: 



ALWAYS FRESH BAKED - FRESH BREWED - FRESH FOOD

November 18, 2022

Evan Schut
Senior Vice President, Food & Beverage
HUDSON
One Meadowlands Plaza
East Rutherford, NJ 07073

Re: Letter of Authorization – Einstein Bros. Bagels

Dear Evan,

It is our pleasure to provide this letter confirming authorization that Hudson ("Hudson") has the rights to include Einstein Bros. Bagels' trademarks, logos, and products in the Proposal of Hudson to the lessor at Fresno Yosemite International Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

This letter will remain in effect for one year following the date written above and may be extended by mutual written agreement of the parties. This letter will also automatically terminate if Hudson does not win the award under the Proposal or, after winning the award, the Lease is not signed by Hudson and the Airport (or its designee).

If you need any additional information or support for your package, please let us know.

Thank you for the opportunity to partner with Hudson @ FAT Airport!

All the best,

Tina Welch

Tina Welch
Sr. Director, Business Development
e | tina.welch@bagelbrands.com
c | 502.35.4615

BAGEL BRANDS



Bagel Brands • 555 Zang Street, Suite 300 • Lakewood, CO 80228

cocokind

December 13, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support – Fresno Yosemite International Airport

Dear Ms. Messina,

On behalf of cocokind, I would like to let you know how excited we are to be part of Hudson's local vendor offerings for the Fresno Yosemite International Airport.

Cocokind creates sensitive skin-friendly products that concentrate on hydration and barrier support. Our transparency is unmatched, providing a detailed breakdown of the product formula and the carbon footprint on the side of every box. Founded by Priscilla Tsai in 2015, cocokind merges results-driven skincare, community, and sustainability to consistently challenge the status quo in the beauty industry. Our philosophy is 'a little bit often' so you can get glowy, happy skin without stepping outside of your natural comfort zone.

We would absolutely love the opportunity to be featured at the Hudson store at the Fresno Yosemite International Airport! Our affordable, effective formulas and engaging packaging are the perfect fit for a diverse audience. We partnered with Napa Farms at the SFO airport and performed very well in this market. Our versatile multi-purpose mymatcha moisture stick (pictured below) was our top selling SKU at Napa Farms. It is sold in a display of 12 units making it incredibly easy to merchandise on the shelf and by the registers. We are excited about the opportunity to reach our local audience in the San Francisco area, where cocokind was founded and continues to be headquartered.

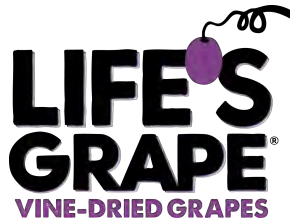
As I mentioned above, we value your partnership and thank you for your business. If you have any questions please reach out to me at katie@cocokind.com.

Thank you so much for considering cocokind for this valuable space!



Katie Lenzen

Katie Lenzen



December 9, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support- Fresno Yosemite International Airport

Dear Ms. Messina,

On behalf of Life's Grape, we are elated to be chosen by Plum Market to be a local offering at the Fresno Yosemite International Airport.

Life's Grape is a family owned, women run, locally owned, farm-to-table business located in Kerman. We are proud of being a California grown product and it would be an honor to have our products available to travelers seeking unique products like ours.

Life's Grape provides the highest quality grapes on the market and are a sought-after snack for those on-the-go. We look forward to a prosperous partnership with the Fresno International Airport that will allow our brand to get the exposure we have been trying to achieve. Thank you for this opportunity.

Thanks a bunch,

Courtney Gillespie

President and Co-Founder

December 9, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support – Fresno Yosemite International Airport

Dear Ms. Messina

Let me introduce myself, my name is John Hinkle beekeeper and owner of Hinkle's Honey in Fresno California. I am very interested in the opportunity to be a part of Hudson's offerings for the Fresno Yosemite International Airport.

We are a small beekeeping operation in Fresno and a certified producer of our product. Our honey is a unique blend from all our different bee locations in the area, which creates a delicious valley blend. Our honey has never been superheated or filtered, which leaves all the enzymes, nutrients and pollens, leaving it as a raw, natural product.

I believe our produce would be a great asset, and would be honored to have the opportunity to have our honey in such an exclusive hometown location.

Sincerely,

John Hinkle

John Hinkle
Owner
Hinkle's Honey



**2500 PEARL ST, STE 315
BOULDER, CO 80302**
720.420.0686 | MADEINNATURE.COM

December 8, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support – Fresno Yosemite International Airport

Dear Ms. Messina,

On behalf of Made in Nature, we appreciate the offer of being afforded an opportunity to be part of Hudson's local offerings for Fresno Yosemite International Airport. Debbas Gourmet was acquired by Made in Nature early in 2022. We now share a consolidated facility in Fresno, California.

Our A'Cappella Knotty Grahams are now in distribution at Plum Markets and are set for a July merchandising event with Hudson News stores in airports around the country. If Hudson is awarded the opportunity at FAT we would love to support A'Cappella at your new location.

Our A'Cappella brand provides high-quality, desirable gourmet treats for consumers, and would be a great fit in airport venues – we look forward to working together to bring an amazing experience to the Fresno Yosemite International Airport

Sincerely, .

T. Huff

Tim Huff
Director of Sales
Mobile – 732 801 6518



December 8, 2022

HUDSON GROUP

Attn: Iris G. Messina

Vice President, Business Development

One Meadowlands Plaza

East Rutherford, NJ 07073

Subject: Letter of Support – Fresno Yosemite International Airport

Dear Ms. Messina,

On behalf of Raphio Chocolate, I would like to share with you how excited we are to be provided with an opportunity to be part of Hudson and Plum Market's local offerings for Fresno Yosemite International Airport.

Our chocolate brand is synonymous with Fresno as we are the only craft chocolate maker in Fresno that makes chocolate from scratch, from cocoa beans. This method of production ensures that the chocolate product is of the highest quality, aesthetically pleasing and tastes delicious. We have full support of our local community evidenced by 5.0 Stars reviews on Yelp and 4.9 stars on Google. Nationally, we have also won a prestigious award – Good Food Award by Good Food Foundation.

Airports are undeniably appealing from an exposure perspective, yet an incredibly daunting and cost-prohibitive direct business pursuit for a small company like ours. The opportunity to have our products featured in select Hudson and Plum Market stores at Fresno Yosemite International Airport is exciting especially as Hudson and Plum Market's approach maximizes our exposure and minimizes our risks - we'd never be able to afford a stand-alone operation.

We look forward to working together to bring an amazing experience to the Fresno Yosemite International Airport, our hometown airport! Thank you for this opportunity and your support.

Regards,

[Yohanes Makmur](#)

Co-Founder | VP Marketing



December 8, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support – Fresno Yosemite International Airport

Dear Ms. Messina,

On behalf of Charles Chocolates I would like to let you know how excited we are to be afforded an opportunity to be part of Hudson's local offerings for Fresno Yosemite International Airport.

Airports are undeniably appealing from an exposure perspective, yet an incredibly daunting and a cost-prohibitive direct business pursuit for a small company like mine. The opportunity to have our products featured in select Hudson stores at Fresno Yosemite International Airport is exciting especially as Hudson's approach maximizes our exposure and minimizes our risks - we'd never be able to afford a stand-alone operation.

Charles Chocolates is well known and well loved Northern California artisan chocolatier – we look forward to working together to bring an amazing experience to the Fresno Yosemite International Airport, just as we have with the Hudson Group family of retail locations at SFO! Thank you for this opportunity and your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles", with a stylized flourish at the end.

Chuck 'Charles' Siegel
President



December 22, 2022

Iris G. Messina
Vice President, Business Development
Hudson Group
One Meadowlands Plaza
East Rutherford, NJ 07073

RE: Letter of Support-Fresno Yosemite International Airport

Dear Ms. Messina,

POM Wonderful is excited to partner with Hudson and Plum Market to showcase our local, healthy, high-quality products at the Fresno Yosemite International Airport.

Founded in 2002, POM Wonderful is the largest grower and producer of fresh pomegranates and pomegranate juice in the United States and the worldwide leader in fresh California pomegranates and pomegranate-based products. We grow, handpick, and juice our own pomegranates to ensure the highest quality.

POM Wonderful is credited with making the antioxidant goodness of pomegranates more accessible, more approachable, and always with consistent premium quality and taste. Based in Del Rey, California, just 14.5 miles from the Fresno Yosemite International Airport, the POM Wonderful portfolio includes POM Pomegranate Fresh Arils, POM Wonderful 100% Pomegranate Juice, POM Antioxidant Super Teas, and healthy juice blends.

POM Wonderful is part of The Wonderful Company, a privately held company with a portfolio that includes other No. 1 brands such as Wonderful® Pistachios, FIJI® Water, Wonderful® Halos®, JUSTIN® wine, and Teleflora®.

We fully support Hudson's and Plum Market's approach to include products from local businesses in their airport environment. This allows us to grow our business and offer healthy products to consumers seeking healthier options during their travels.

Please do not hesitate to reach out if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Derrick Miller".

Derrick Miller
President, POM Wonderful

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1466217225

Void After 90 Days

30-1/1140

Date 10/25/22 12:19:18 PM

TETERBORO

NTX

0003 0090012 0075

Pay



****\$5,000.00****

****Five Thousand and 00/100 Dollars****

To The
Order Of CITY OF FRESNO PURCHASING DEPARTMENT

Not-Negotiable

Customer Copy

Retain for your Records

Remitter (Purchased By): HUDSON GROUP (HG) RETAIL LLC

Bank of America, N.A.
SAN ANTONIO, TX

001641006097



Cashier's Check

No. 1466217225

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 10/25/22 12:19:18 PM

TETERBORO

NTX

0003 0090012 0075

Pay



****\$5,000.00****

****Five Thousand and 00/100 Dollars****

To The
Order Of CITY OF FRESNO PURCHASING DEPARTMENT

Remitter (Purchased By): HUDSON GROUP (HG) RETAIL LLC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈ 1466217225 ⑈ ⑆ 14000019 ⑆ 001641006097 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

FORM 3: PROPOSAL DEPOSIT

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

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

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

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

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

BUSINESS LOCATION

() The undersigned Proposer does not maintain a place of business in the City of Fresno.

(☒) The undersigned Proposer maintains a place of business in the City of Fresno at:

5175 E Clinton Way, Fresno, CA 93727

BUSINESS LICENSE

(☒) The undersigned Proposer has a current City of Fresno Business License Number: *Tax Account No. 91631

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

*Please note, HG Fresno Concessionaires JV is a newly formed entity. As a result, it does not have a City of Fresno Business License. In lieu of that, we have provided the City of Fresno Business License for the primary equity holder: Hudson Group (HG) Retail, LLC on the following page.



Why are business taxes assessed?

To help fund certain governmental services, such as police, fire, street maintenance, parks, economic development, and general administration.

When are business taxes due?

Taxes are due on or before the payment due date on the tax return .

The City mails business tax return forms for your business. Late fees of at least twenty per cent (20%) are assessed if such taxes are not paid (or postmarked) by the due date.

How are business taxes determined?

Depending on your type of business, business taxes are either a fixed amount (flat tax) or a variable amount based on the gross receipts of your business. The business tax return form sent to you will provide the specific instructions on how to determine the proper amount of tax due.

Where are business taxes paid?

You may mail your payment to: Fresno City Business Tax Section
PO Box 45017, Fresno 93718-5017

If you are paying your current tax renewal before the due date, you may renew online at the link below.

Your Web Security Code is found on your renewal form .

www.businessstax.fresno.gov/webrenewals

If your business tax return cannot be mailed or postmarked before the due date, and you need help calculating the late penalty, please bring the tax return and payment to our office :

Fresno City Hall, Tulare and P Street, Second Floor
Monday - Friday 9:00a.m. - 4:30 p.m.

Whom do I contact to update my Business Tax Certificate records or to get additional information?

If the business ownership, business name, location, mailing address, or phone number changes, or the business closes, you are required to report the change to our office . For changes or additional information, please contact our Customer Service Division at:

Telephone: (559) 621-6880 Mon. - Fri. 9 AM - 4:30 PM

Fax Machine: (559) 457-1202

Mailing Address: PO Box 45017, Fresno 93718-5017

Some business may receive additional tax return or permit renewal forms from the City. Additional taxes or permit fees may be required if your business is located within certain special assessment districts or engaged in a particular type of business activity. Additional taxes or permit fees are required for hotels and motels (room tax), taxicab companies and drivers, card rooms, billiard rooms, mobile food vendors and certain other activities.

In most instances, a separate Business Tax Certificate must be filed for each location of the same business within Fresno . With few exceptions, a Business Tax Certificate must be renewed either monthly , semi-annually or annually for it to remain valid. Obtaining a Business Tax Certificate does not entitle the holder thereof to carry on any business without having complied with all applicable provisions of the Fresno Municipal Code (FMC), or carry on any business in any building or location where the conduct of such business would be in violation of the FMC.

Your Tax Certificate is attached at the bottom of this form . Please detach and display your Tax Certificate in your place of business. Businesses which do not maintain a fixed location, or are located outside the City of Fresno , should carry this Tax Certificate while conducting business within the City.

CITY OF FRESNO BUSINESS TAX CERTIFICATE

EXPIRES: 03/31/2023

Business Name: HUDSON GROUP (HG) RETAIL LLC

Location: 5175 E CLINTON WAY

Contact/Owner:: HUDSON NEWS COMPANY

Tax Account No. 91631

This tax certificate may be accepted as valid up to thirty (30) days after the expiration date above if appropriate tax returns have been filed and business tax paid before the due date. This tax certificate must be available for inspection by any authorized City of Fresno employee. Businesses that do not maintain a fixed location, or are located outside the city, should carry this Tax Certificate while conducting business within the City. This certifies that the noted business has a Business Tax Certificate with the City of Fresno. It does not entitle the holder to carry on business activities in a manner inconsistent with any applicable provision of the Fresno Municipal Code.

HUDSON GROUP (HG) RETAIL LLC
TAX DEPT - Aisha Bateman
1 MEADOWLANDS PLZ STE 902
E RUTHERFORD NJ 07073-2100

Michael Lima
City Controller



TAB 2 –
Business Forms, Inserts
and Relevant Materials

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

BUSINESS FORMS, INSERTS AND RELEVANT MATERIALS
COMPANY INFORMATION

The Nation's Leading Travel Retail Concessionaire

Hudson has been a travel retail leader for over 30 years. Built on vision and a progressive attitude that ensures longevity, Hudson grew from a single news/gifts location in LaGuardia Airport to include an array of operations in travel venues and destination locations across the U.S. and Canada.

The information below is reflective of the majority equity holder in HG Fresno Concessionaires JV. The stats we've provided in this statement of qualifications speak to our operations prior to the spread of COVID-19. While we scaled back operations to deal with the downturn in air travel, we're definitely on the road to recovery and fully expect to be back to business as usual as the crisis continues to abate.



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

BUSINESS FORMS, INSERTS AND RELEVANT MATERIALS
COMPANY INFORMATION

Trade Name Registrations:

Hudson

Corporate or Limited Liability Company/Partnership entity information:

HG Fresno Concessionaires JV is a joint venture between Hudson (87% ownership) and local ACDBE retailer Martinez-Niebla, LLC (13% ownership).

Legal name of Corporation, Limited Liability Company or Partnership:

HG Fresno Concessionaires JV is a newly formed entity. The primary equity holder is Hudson (HG) Retail, LLC.

State of Formation:

Delaware*

Federal Tax ID:

Hudson (HG) Retail, LLC: 27-2070333*

* Please note, HG Fresno Concessionaires JV is a newly formed entity. As a result, it does not have state of formation or tax ID. In lieu of both, we have provided the state of formation and tax ID for the primary equity holder: Hudson (HG) Retail, LLC.

CERTIFICATE OF FORMATION

OF

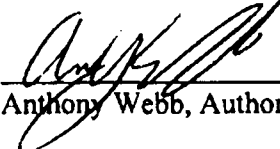
HUDSON GROUP (HG) RETAIL, LLC

The undersigned, being an authorized person, for the purposes of forming a limited liability company under the Delaware Limited Liability Company Act, Title 6, Chapter 18, Delaware Code, Section 18-101 *et seq.* (the "Act"), hereby certifies, pursuant to Section 18-201(a) of the Act, that:

FIRST: The name of the limited liability company (hereinafter called the "Company") is **HUDSON GROUP (HG) RETAIL, LLC**.

SECOND: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

Executed on January 19, 2010.



Anthony Webb, Authorized Person

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HUDSON GROUP (HG) RETAIL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HUDSON GROUP (HG) RETAIL, LLC" WAS FORMED ON THE NINETEENTH DAY OF JANUARY, A.D. 2010.

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



4777376 8300

SR# 20223864760

You may verify this certificate online at corp.delaware.gov/authver.shtml

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

Authentication: 204707538

Date: 10-26-22



Secretary of State Certificate of Status

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

Entity Name:	HUDSON GROUP (HG) RETAIL, LLC
Entity No.:	201010310184
Registration Date:	04/09/2010
Entity Type:	Limited Liability Company - Out of State
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 15, 2022.

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

Certificate No.: 059957837

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	MARTINEZ & NIEBLA LLC
OWNER	TRICIA SANCHEZ
ADDRESS	2631 CIRCLE DR NEWPORT BEACH, CA 92663 [map]
PHONE	714-689-1700
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	ACDBE - Airport Concessionaire Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
NAICS 446130	Optical Goods Stores (changed in 2022 codeset)
NAICS 448140	Family clothing stores (changed in 2022 codeset to 458110)
NAICS 451211	Book stores (changed in 2022 codeset to 459210)
NAICS 453220	Gift, Novelty, and Souvenir Stores (changed in 2022 codeset)

Additional Information

WORK DISTRICTS/REGIONS	Fresno, Los Angeles, Orange, Riverside, Sacramento, San Diego
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	35525

Proposer's Name HG Fresno Concessionaires JV
(Submit with Proposal)

FORM 4: NON-COLLUSION AFFIDAVIT

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

REQUEST FOR PROPOSALS NO. 12300507

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

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

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

Agreed to by: 
Title: Chief Operating Officer & Deputy CEO

Date: 1/3/2023

FORM 5: REFERENCES

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

REQUEST FOR PROPOSALS NO. 12300507

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

Reference No. 1:

AGENCY/COMPANY NAME: Indianapolis International Airport

Address: 7800 Col. H. Weir Cook Memorial Drive, Indianapolis, Indiana 46241

Contact Person: David Shaw

Email: dshaw@ind.com

Phone Number: 317 487 5010

Fax Number: 317 487 5034

Length of Contract: 1/1/2022 - 12/31/2032

Type of Concessions Provided: Travel Convenience / Specialty Retail

Reference No. 2:

AGENCY/COMPANY NAME: Myrtle Beach International Airport

Address: 1100 Jetport Rd, Myrtle, SC 29577

Contact Person: Judi Olmstead

Email: olmsteaj@horrycounty.org

Phone Number: 843.839.7359

Fax Number: N/A

Length of Contract: 12 years

Type of Concessions Provided: Travel Convenience

Reference No. 3:

AGENCY/COMPANY NAME: City Of Colorado Springs Municipal Airport

Address: 7770 Milton E. Proby Parkway, Suite 50

Contact Person: Gregory S. Phillips, AAE

Email: Greg.Phillips@coloradosprings.gov

Phone Number: 719.550.1910

Fax Number: N/A

Length of Contract: 7 years

Type of Concessions Provided: Travel Convenience

FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE

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

REQUEST FOR PROPOSALS NO. 12300507

TO: THE PURCHASING MANAGER, OF THE CITY OF FRESNO

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

1. a. Business Name (If using more than one business name, please list all names.):
HG Fresno Concessionaires JV

b. Address:

1 Meadowlands Plaza

East Rutherford, NJ 07073

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

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

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

Please see the pages following this form for information on key personnel.

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

How many years has your business been under your present name? _____ 30+ _____

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

Please note – HG Fresno Concessionaires JV is a newly formed entity. In addition, the primary equity holder: Hudson Group (HG) Retail, LLC is an affiliate of Hudson Ltd. ("Hudson"). Hudson has operations in more than 100 joint ventures, many of whom have been in operations for more than a decade. To satisfy the experience requirement and for the sake of brevity, we've provided data on the pages following this from 3 of our current programs that have been in operation for more than 3 years – including our current retail program at FAT.

FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

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

REQUEST FOR PROPOSALS NO. 12300507

4. How many years has your business been providing services? 30+

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

Our four pillars – Travel Convenience, Specialty Retail, Duty Free, and Food & Beverage – are at the core of our strategy, and are what truly differentiates us as a travel experience leader in North America. Over the years, we have built a best-in-class store portfolio, augmented by digital technology and operational excellence, that seamlessly delivers what our team members, travelers, landlords, and partners are looking for and more.

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

Formal reports such as monthly sales reports and certified annual sales are sent as applicable from the agreement. Formal letters are typically used when the subject matter warrants (ex. requests for information, company updates, etc.). Otherwise, our market leader will typically call and/or email with various business points of contact at the airport.

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

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

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

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

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

Each day, members of the sales team will greet and assist FAT guests. Supervisors and managers will move continuously from store to store to monitor customer service, operations and inventory. In addition to dedicated team members, we may shift teams between stores to operate registers or otherwise assist customers as needed during high-traffic periods.

Proposer's Name HG Fresno Concessionaires JV

(Submit with Proposal)

FORM 6: PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

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

REQUEST FOR PROPOSALS NO. 12300507

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

Employees who are classified as regular full-time (non-union) or regular part-time (non-union) are eligible for vacation benefits under this Policy after completing 60 days' continuous regular employment.

Employees classified as seasonal or temporary are not eligible for vacation benefits.

Note: Hudson can provide further detail around our vacation and holiday policy if needed.

11. Provide your firm's employee training program.

Document attached (y/n)? Y

Note: we consider training material proprietary and important information that we prefer to keep confidential. We appreciate your understanding the sensitivity around sharing such materials in their entirety.

12. Provide organizational chart of proposed staffing.

Document attached (y/n)? Y

HG Fresno Concessionaires JV

Staffing Plan

Plum Market	
Position	No. of FTEs
Chef	1
Sous Chef	4
Cook	8
Prep Cook	3
Porter	5
Brand Manager - Plum	1
Supervisor	4
Bar	8
Total FTEs	34

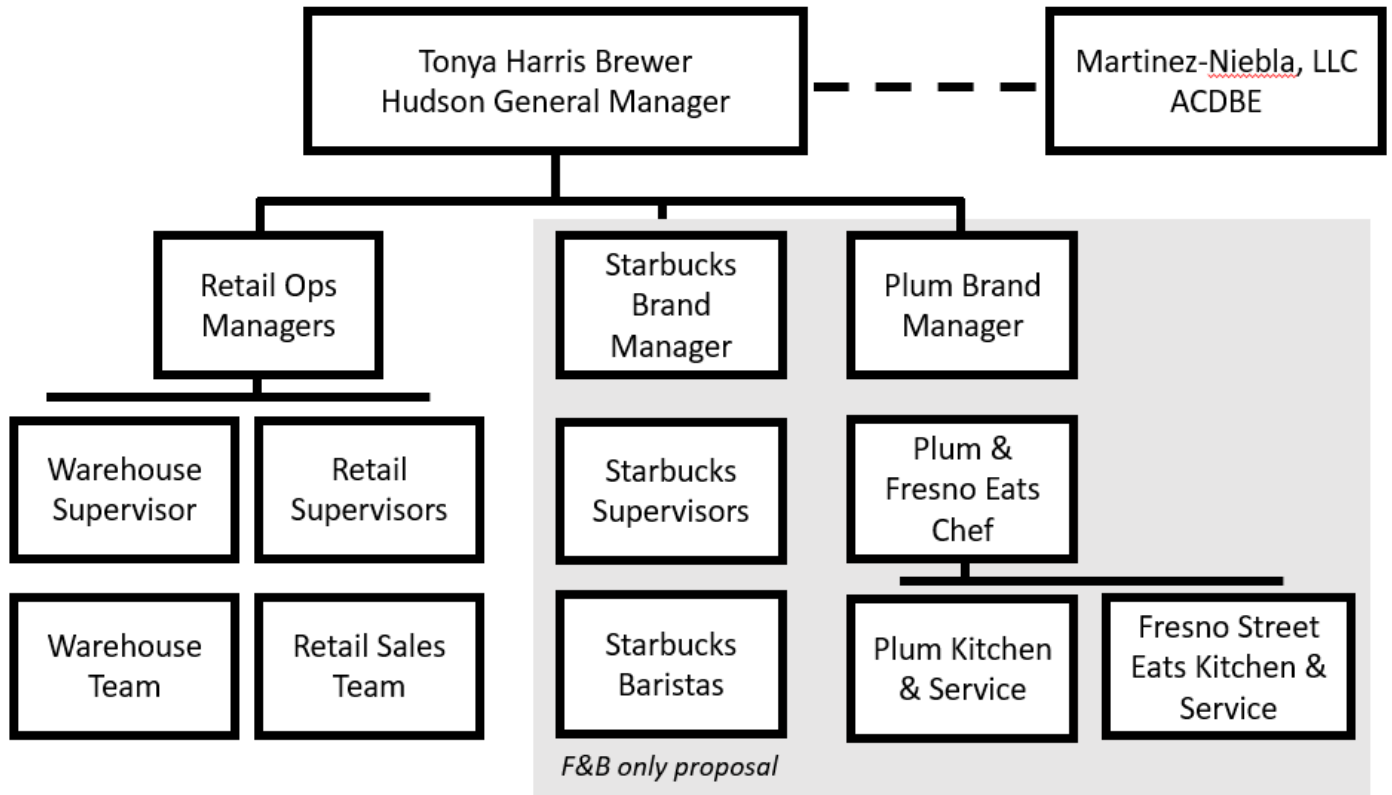
Retail Team & Infrastructure	
Position	No. of FTEs
Sales Team	16
Supervisors	4
Warehouse Manager	1
Warehouse Team	3
Total FTEs	24

Fresno Street Eats	
Position	No. of FTEs
Cook	5
Server	4
Supervisor	3
Total FTEs	12

Starbucks (Pre & Post Security)	
Position	No. of FTEs
Barista	10
Brand Manager - Starbucks	1
Supervisor	6
Total FTEs	17

Program Oversight	
Position	No. of FTEs
Program General Manager	1
Administrative & Accounting	1
Total FTEs	2

HG Fresno Concessionaires JV – Organizational Chart



HG Fresno Concessionaires JV – Roles & Responsibility Summary

Please note, for the sake of brevity we've included a summary. We're happy to provide full job descriptions upon request.

Role	Responsibility
FAT Program Manger	Manage all concepts and offers at FAT; ensuring coordination across all experiences
Manager: Plum Market	Manage operation of Plum Market & Fresno Street Eats Concepts
Manager: Starbucks	Manage operation of Starbucks locations
Supervisor	Assist with operation of respective concept; including management of front line team
Warehouse Manager	Manage storage, delivery and logistics of FAT program
Warehouse Team	Store, delivery and organize materials, products and ingredients for FAT program
Chef	Manage kitchen operations, kitchen staff, create menus, liaise with suppliers
Sous Chef	Assist chef with day-to-day operations of kitchen; manage staff
Cook	Manage preparation of specific cuisine; assist sous chef and/or chef
Barista	Prepare and serve beverages and pre-packaged foods
Prep Cook	Prepare food of specific cuisine; assist sous chef and/or chef
Server	Serve food and/or beverages
Sales Team	Assist guests with purchases of retail items; run cash registers
Bartender	Prepare and serve alcoholic beverages at bar
Porter	Cleans and organizes kitchen and storage areas
Back-of-House Support	Administrative and accounting staff to support FAT operations

HG Fresno Concessionaires JV – Please note, for the sake of brevity we’ve included a summary of key personnel below. We’re happy to provide more information upon request.

KEY PERSONNEL & ROLES

Tonya Brewer Harris is the General Manager of our program at FAT today. She’s worked at FAT for more than 20 years and as a wealth of knowledge, experience and local understanding that is invaluable. In the event we’re afforded the opportunity to continue to operate concessions at FAT, Tonya will continue to lead our efforts. Tonya and the entire FAT concessions team will be supported by Mike Petersen (SVP, Operations) and Brian Berkner (RVP, Operations). Each will continue to make regular visits to FAT to provide training, mentorship and analyses to maximize the performance of our program. Mike and Brian will ensure that our entire FAT program offering celebrates Fresno consistent with our original program vision presented in this proposal.

SUPPORTING THE TEAM & PROGRAM AT FRESNO

The performance of our concessions programs are closely monitored to make sure we are delivering value. Routine analyses at FAT will be performed at the local level by Tonya, at a regional level by operations leaders - SVP Mike and Brian – and at the national level by a number of subject matter experts at regional locations as well as the North American Support Center (NASC).

As the CEO of our FAT program, Tonya will be assisted by this support structure to continually evolve the program as trends, technology and needs change. Below we’ve included some of our top leaders who will support Tonya and contribute to our success at FAT.

Title	Area of expertise
Tonya Brewer Harris General Manger @ FAT	FAT concessions & operations
Mike Petersen SVP - Operations	Concessions program oversight & operations
Brian Berkner RVP - Operations	Concessions program oversight & operations
Evan Schut SVP - F&B	F&B operations
Mario Scoria EVP - Duty Paid	Duty Paid operations
Iris Messina VP - Business Development	Program facilitator
Brad Lenz SVP - Store Design & Construction	Design and construction activities
Ruben Martinez ACDBE Partner	Concessions program design & operations
Tony Sanchez ACDBE Partner	Concessions program design & operations
Tricia Sanchez ACDBE Partner	Concessions program design & operations

In addition to the individuals noted above, a complete infrastructure team will be available to support FAT to support functions including accounting, purchasing, technology, human resources, legal and compliance/licensing needs.

Please see the table below for 3 of our current programs that have been in operation for than 3 years – including our current retail program at FAT.

Location	Lease/Operation Commencement	No. of stores	Total sq. ft.	Concepts operated	Sales
Fort Lauderdale-Hollywood International	2013	19	15,000+	Travel essentials, candy, books, apparel, accessories ,sunglasses	2019 \$11.90M 2022: \$14.20M
Dallas Love Field	2012	22	15,000+	Travel essentials, QSR, coffee, cosmetics, jewelry, accessories, specialty	2019: \$11.30M 2022: \$15.30M
Fresno Yosemite International Airport	2002	3	3,000+	Travel Essentials	2019: \$3.08M 2022: \$4.43M

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

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

REQUEST FOR PROPOSALS NO. 12300507

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

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

INDEMNIFICATION, EXEMPTION OF CITY, AND INSURANCE

A. INDEMNIFICATION AND RELEASE

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

Coverage shall be at least as broad as:

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

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

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

MINIMUM LIMITS OF INSURANCE CONCESSIONAIRE

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

1. **COMMERCIAL GENERAL LIABILITY :**

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

2. **COMMERCIAL AUTOMOBILE LIABILITY :**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **LIQUOR LIABILITY INSURANCE (if applicable)** for alcoholic beverages that are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:

- (i) \$1,000,000 per occurrence;
- (ii) \$2,000,000 aggregate for bodily injury and property damage;

5. **PROPERTY: (if operating within the airport)** Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of Concessionaire's business property.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

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

INSERT IF APPLICABLE



Signature of Authorized Person

Brian J. Quinn

Type or Print Name of Authorized Person

FORM 9: ADDENDA and TIME PERIOD TO AWARD/REJECT

ADDENDA

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

TIME PERIOD TO AWARD/REJECT

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

Proposer's Name HG Fresno Concessionaires JV
(Submit within 3 days after Proposal opening)


FORM 10: DBE DATA REQUEST

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

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

Commitment Percentage: 30%

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

Proposer/Authorized Representative Signature: 

Title: Chief Operating Officer & Deputy CEO Date: 1/3/2023

(Submit with Proposal)

Proposer's Name HG Fresno Concessionaires JV

FORM 11: DISCLOSURE OF CONFLICT OF INTEREST


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

REQUEST FOR PROPOSALS NO. 12300507

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

Explanation: _____

☐ Additional page(s) attached.



Signature

1/3/2023

Date

Brian J. Quinn

(name)

HG Fresno Concessionaires JV

(company)

1 Meadowlands Plaza

(address)

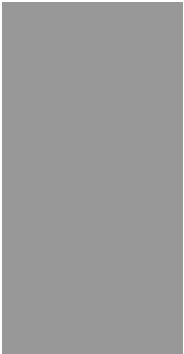
East Rutherford, NJ 07073

(City state zip)

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

BUSINESS FORMS, INSERTS AND RELEVANT MATERIALS
AGREEMENT COMMENTS



HG Fresno Concessionaires JV has reviewed the agreement and does not have any comments at this time.

FORM 16: CONCESSION AGREEMENT DRAFT ACKNOWLEDGEMENT

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

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

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

FOR THE COMPANY:

HG Fresno Concessionaires JV

[Insert name of proposing company]

BY: 

TITLE: Chief Operating Officer & Deputy CEO

DATE: 11/21/2022

ACKNOWLEDGMENT

State of NJ

County of Bergen

On 11/21/22 before me, Brian J. Quinn (insert name and title of the officer) personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



RICARDO SECLEN
NOTARY PUBLIC OF NEW JERSEY
ID # 50020946
My Commission Expires 8/10/2025



TAB 3 –
Tenant Mix &
Concessions Plan

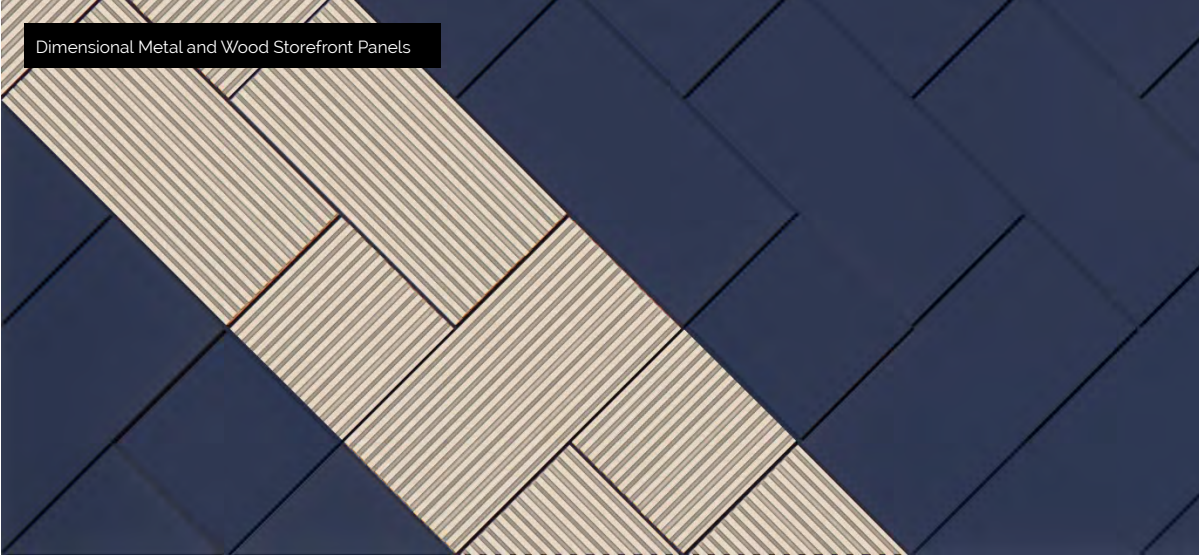
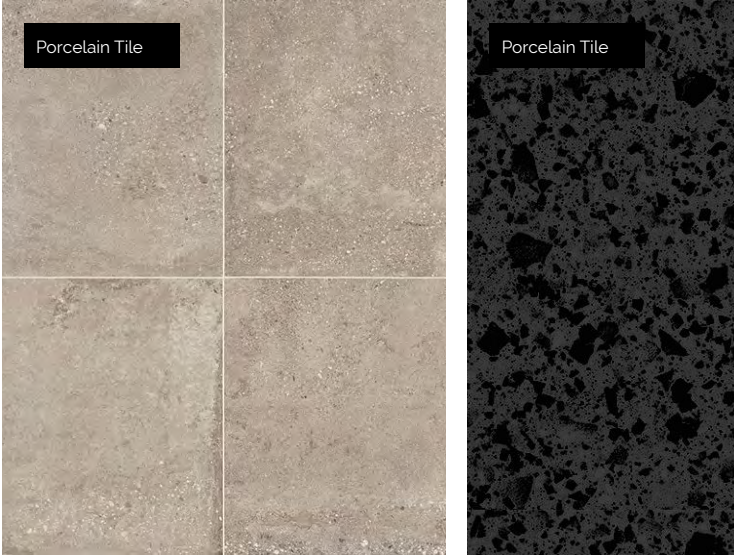
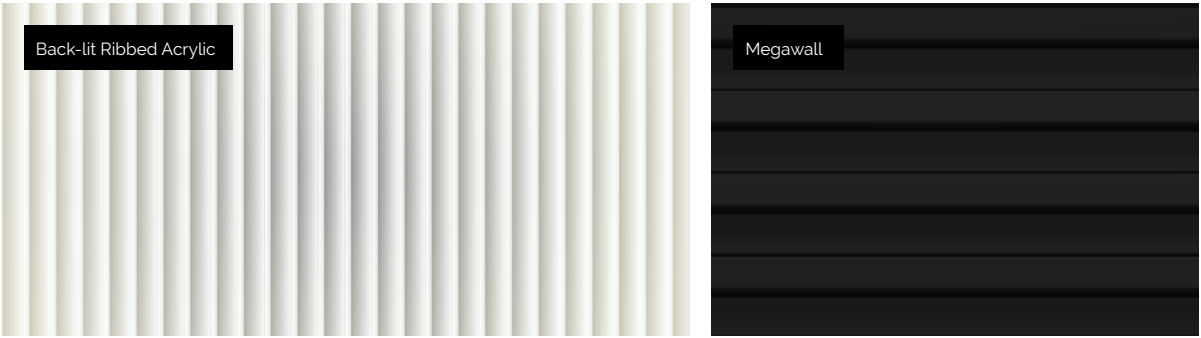
T-105 | Hudson + Einstein Bros. Bagels | Concept

1,245 SF



T-105 | Hudson + Einstein Bros. Bagels | Materials Board

1,245 SF



Designed to allow customers to seamlessly shop at both Hudson and Einstein Bros. Bagels once they enter, the two storefronts open up into a seamless shared space. Within, customers can shop while they wait for their bagel order.

- This reimagined Hudson and Einstein Bros. shopping experience leverages our strengths and emphasizes quality.
- Designed to meet the traveler's needs with a fast, easy, and sophisticated merchandising approach.
- The storefront seamlessly combines Hudson and Einstein Bros. brand elements to create energy and motion through a mix of materials and finishes.
- Authentic materials are the foundation of this environment. These color choices create a more comfortable experience for the shopper and allow our brands to pop through marketing and graphics.
- The brightly lit neutral interior uses strategically placed directional elements to guide customers to the product.
- Digital content above the coolers activates the space and keeps it feeling dynamic.

T-105 | Hudson + Einstein Bros. Bagels | Storefront Rendering 1

1,245 SF



T-105 | Hudson + Einstein Bros. Bagels | Storefront Rendering 2

1,245 SF



T-105 | Hudson + Einstein Bros. Bagels | Interior Rendering 1

1,245 SF






T-105 | Hudson + Einstein Bros. Bagels | Interior Rendering 2

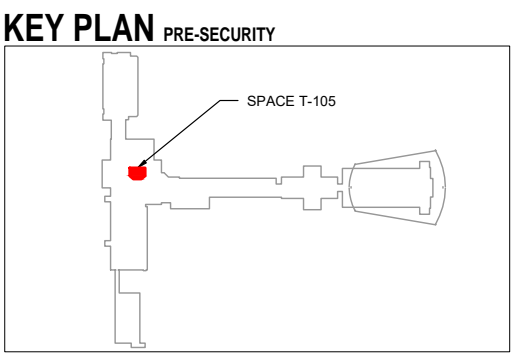
1,245 SF



T-105 | Hudson + Einstein Bros. Bagels | Floor Plan Rendering

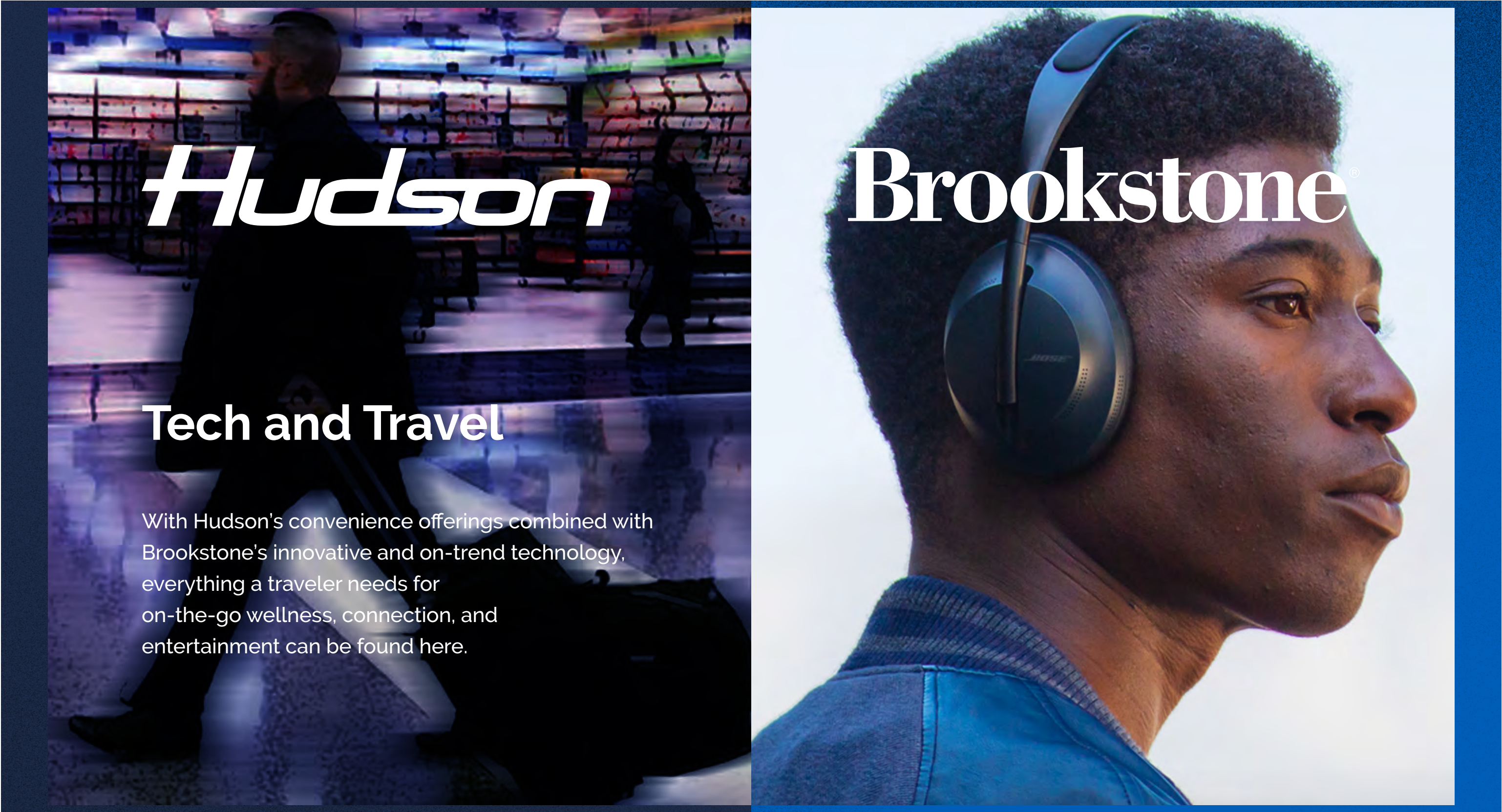
1,245 SF

-  STAFFED CHECKOUT
-  SELF CHECKOUT
-  STAFFED MOBILE CHECKOUT



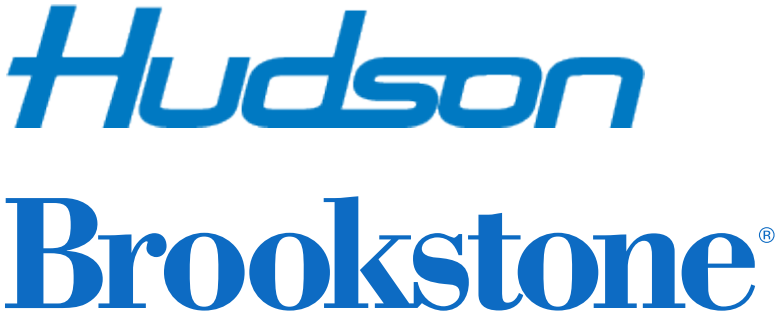
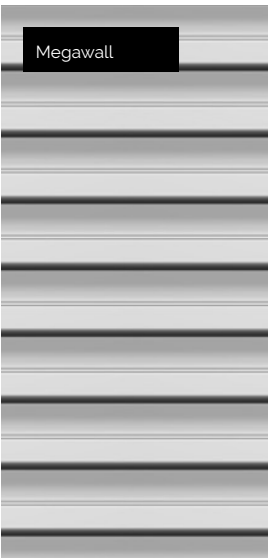
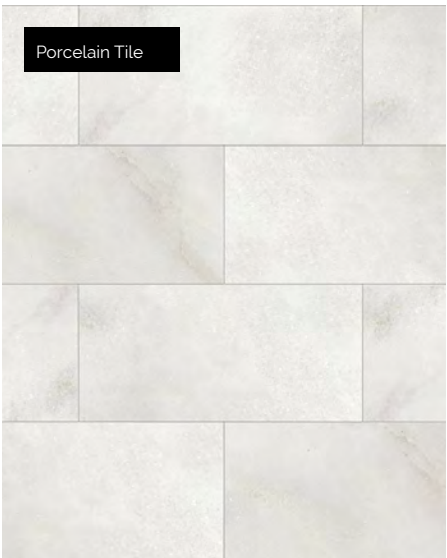
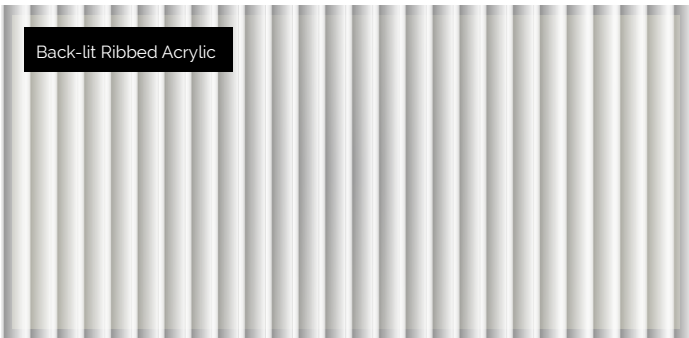
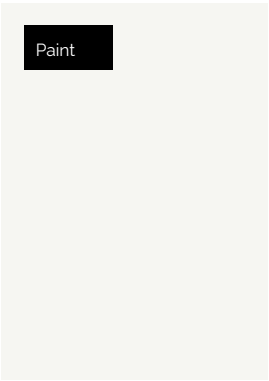
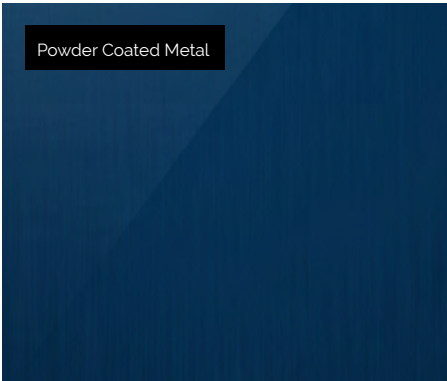
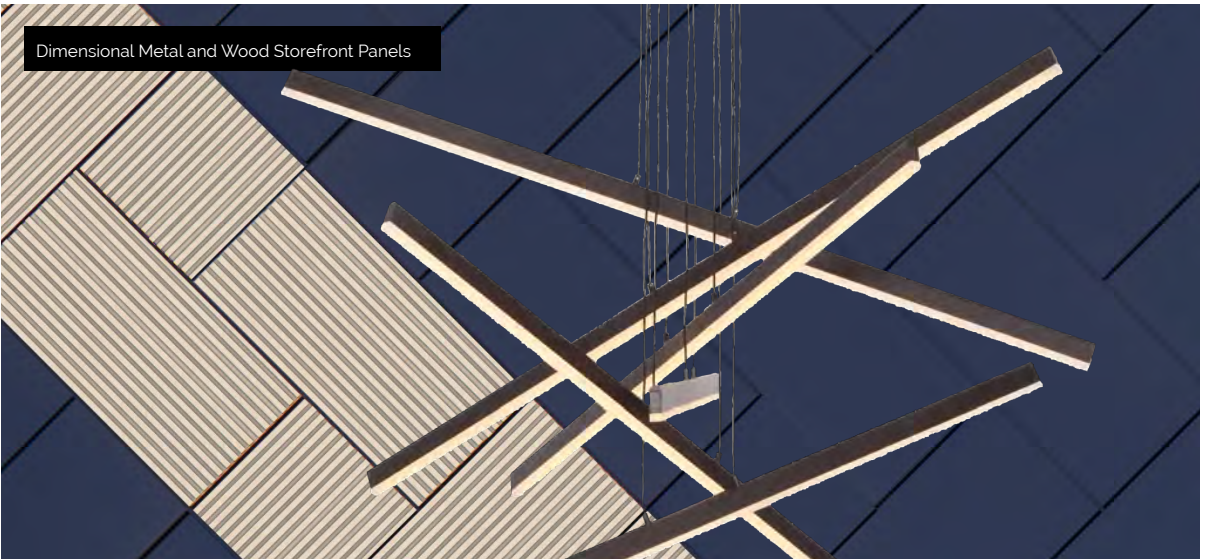
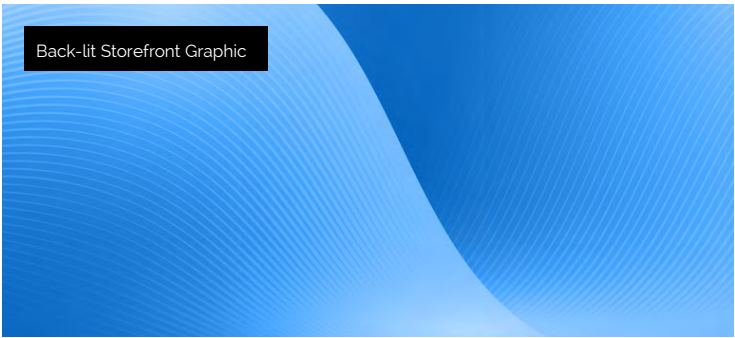
C-135 | Hudson + Brookstone | Concept

1,008 SF



C-135 | Hudson + Brookstone | Materials Board

1,008 SF



Convenience transitions seamlessly into technology and wellness offerings in this shared space, with both storefronts' sleek blue color palettes and easy-to-navigate interiors making it easy to browse and shop.

- This reimagined Hudson and Brookstone shopping experience leverages our strengths and emphasizes quality.
- Designed to meet the traveler's needs with a fast, easy, and sophisticated merchandising approach.
- A darker blue is the foundation of the Hudson environment. This color choice creates a more comfortable experience for the shopper and allows our brand blue to pop in marketing and graphics.
- The brightly lit neutral interior uses strategically placed directional elements to guide customers to the product.
- Digital content above the coolers activates the space and keeps it feeling dynamic.
- From the concourse, a well-lit and eye-catching Brookstone facade beckons travelers to enter and explore.
- Fixtures are intentionally positioned to create brand and category destinations, where customers can comfortably dwell.

C-135 | Hudson + Brookstone | Storefront Rendering

1,008 SF






C-135 | Hudson + Brookstone | Interior Rendering

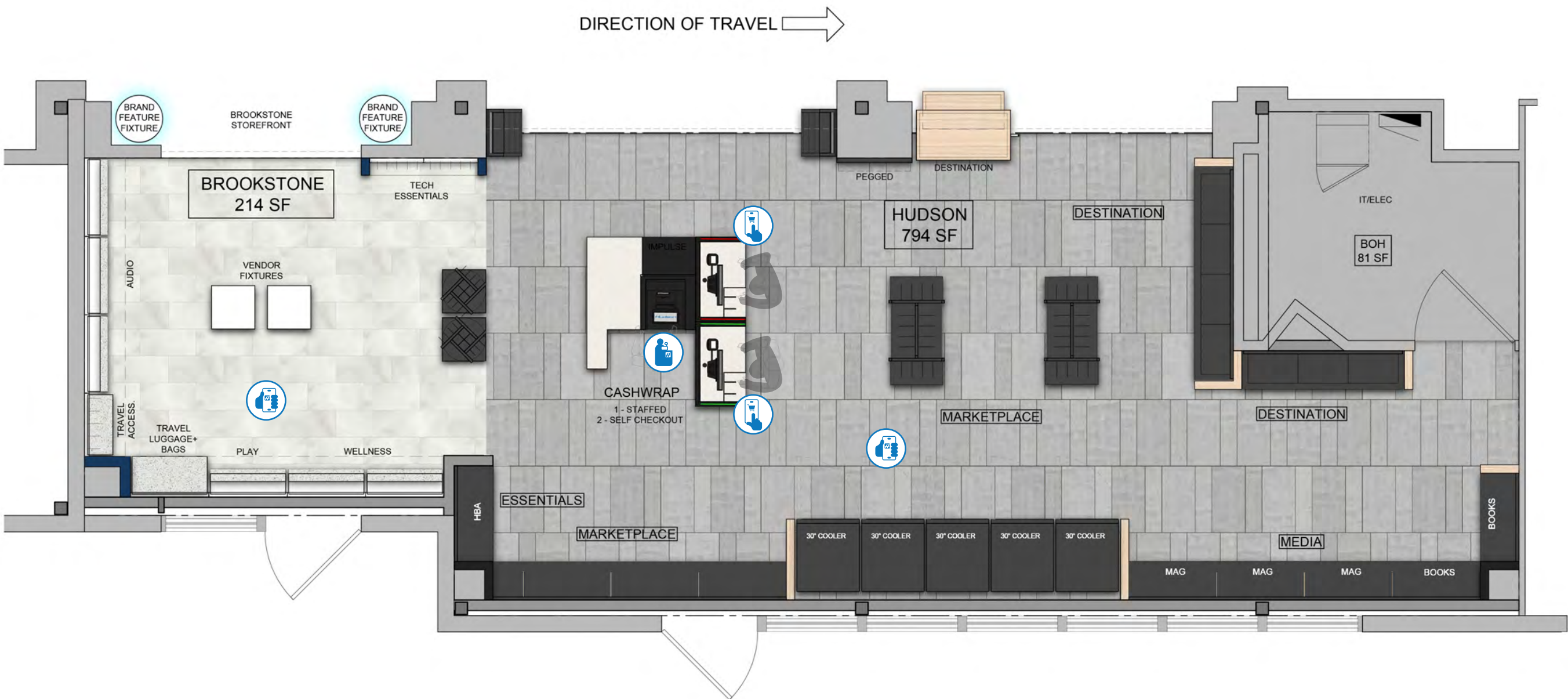
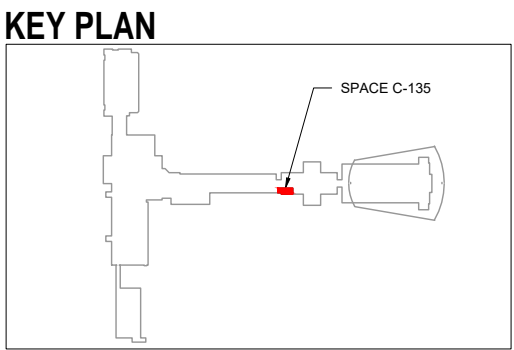
1,008 SF



C-135 | Hudson + Brookstone | Floor Plan Rendering

1,008 SF

-  STAFFED CHECKOUT
-  SELF CHECKOUT
-  STAFFED MOBILE CHECKOUT



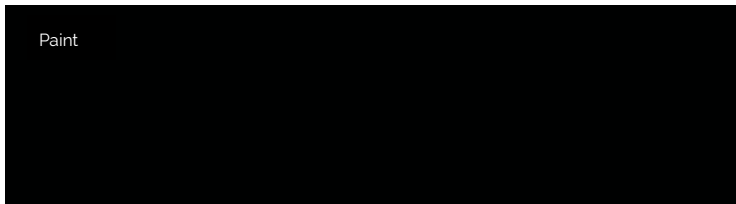
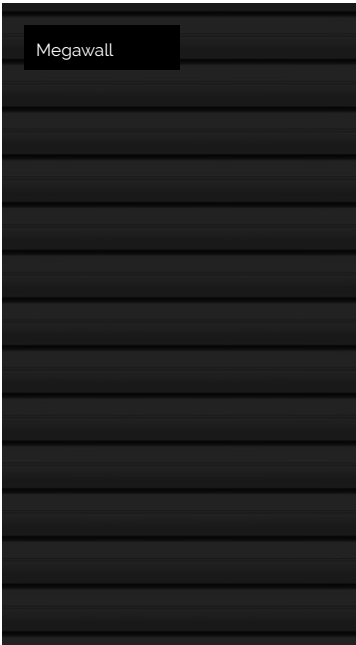
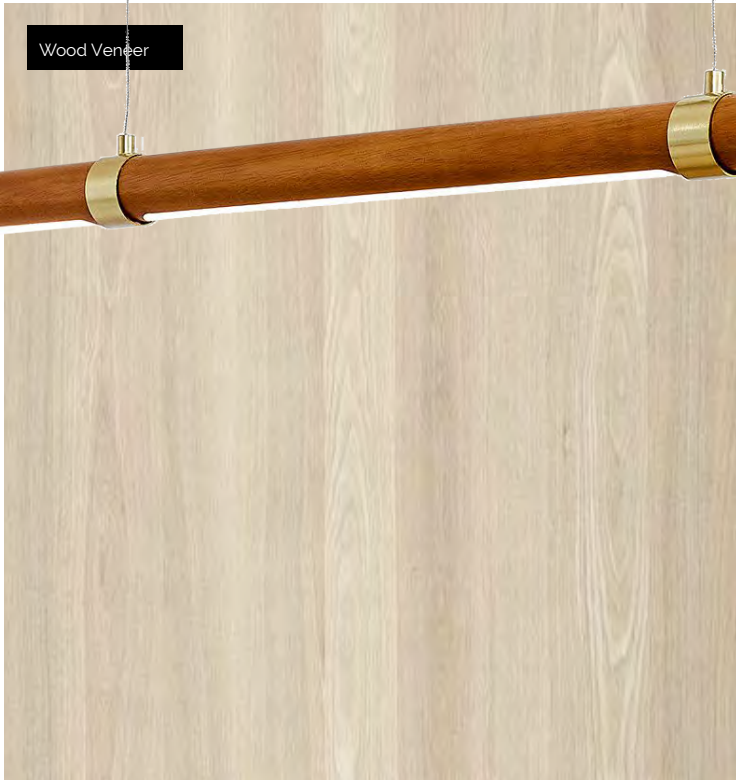
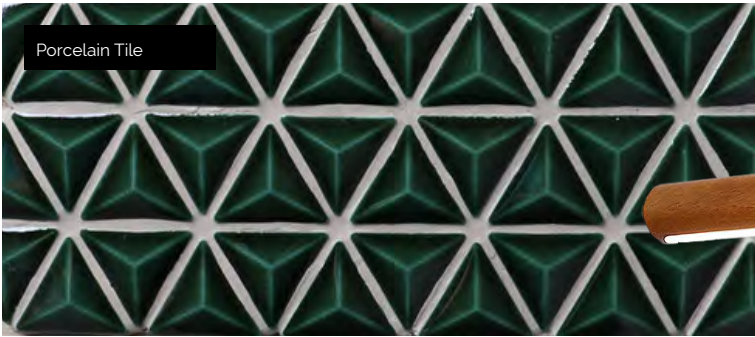
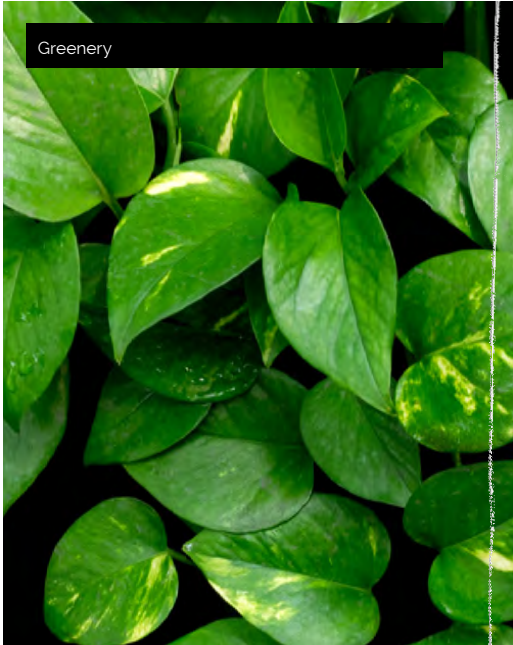
POD | Hudson | Concept

1,100 SF



POD | Hudson | Materials Board

1,100 SF



With a biophilic design inspired by the Yosemite National Park and its majestic sequoia trees, this Hudson store transports travelers into a natural, calming space, offering a breath of fresh air from the airport's hustle and bustle.

- Pops of green and wood appear throughout the space in materiality to transport customers to Yosemite National park.
- Moss accents can be seen throughout the space to help activate and bring the space to life.

POD | Hudson | Storefront Rendering

1,100 SF



POD | Hudson | Interior Rendering

1,100 SF






FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

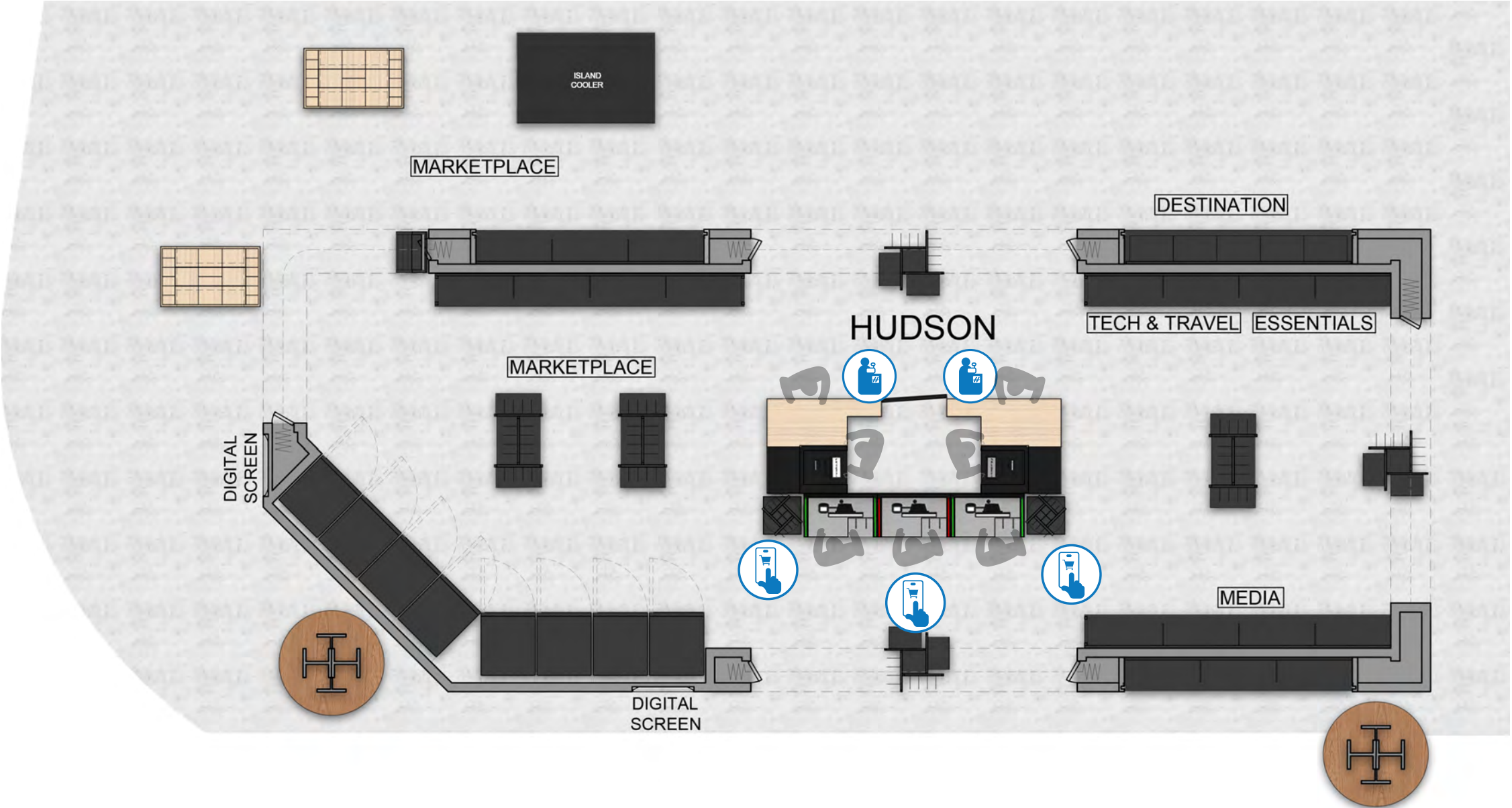
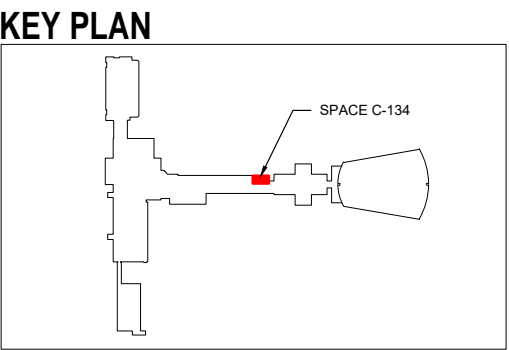
NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
SPACE POD FOR N&C ONLY: FLOOR PLAN RENDERINGS (HUDSON)

POD | Hudson | Floor Plan Renderings

1,100 SF

-  STAFFED CHECKOUT
-  SELF CHECKOUT
-  STAFFED MOBILE CHECKOUT



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN CONCEPT RELEVANCE, FEATURES & BENEFITS INDUSTRY TRENDS & RETAIL PROGRAM SUMMARY

Industry Trends

Fresno Yosemite International Airport (FAT) serves as a regional hub for the San Joaquin Valley and the greater Central Valley region. Known for its variety of tourist attractions and proximity to some of California's most popular and highly visited national parks like Yosemite, Sequoia and Kings Canyon, FAT provides a high level of service for all travelers.

Known as one of the most recognizable and premier travel concessionaires in North America, Hudson is equally as committed to enhancing the travel experience for passengers every day. We pay attention to details and study passenger demographics as well as varying purchase patterns, this is why we are aware and sensitive to the recent shift in traveler's demand and needs. We know that following the Covid-19 pandemic

travelers have increasingly grown more attracted to convenience, variety, quality and easy to access tech-enabled shopping options. We also note that varying purchasing patterns in travelers means an opportunity to rethink our program approach and concepts to better serve the demands of FAT travelers and make FAT a convenient and friendly airport for all with the best traveler amenities for years to come.

Program Summary

Our program approach is three-pronged 1) to deliver best-in-class service at FAT 2) enhance the overall business and leisure travelers experience through technology and 3) to provide game-changing opportunities (hybrid concepts) for economic development for a world class program.

Our Hybrid program model will include:

Hudson
Brookstone®

C-135



Hudson
EINSTEIN BROS. BAGELS

T-105

Hudson

Space POD

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
HUDSON

Hudson

Hudson – The Only Name in News & Travel Convenience

Known as the Traveler's Best Friend, Hudson is a world leading travel essentials brand – the most widely recognized in all of North America. Ever-evolving for fresh relevance, the lifestyle shopping experience caters to today's on-the-go consumer.

Our reputation among travelers is why Hudson is the only name in travel convenience.

FORGOT YOUR PHONE CHARGER?
WE'VE GOT YOU COVERED.

LOOKING FOR COOL T-SHIRTS
FOR THE KIDS? HUDSON'S GOT
YOUR BACK.

THE BRAND KNOWN AND TRUSTED BY TRAVELERS

NEED A HEALTHY SNACK, WATER –
AND CANDY? YOUR SECRET'S
SAFE WITH US!

Selection Rationale: Hudson is the Brand Traveler's Know & Trust

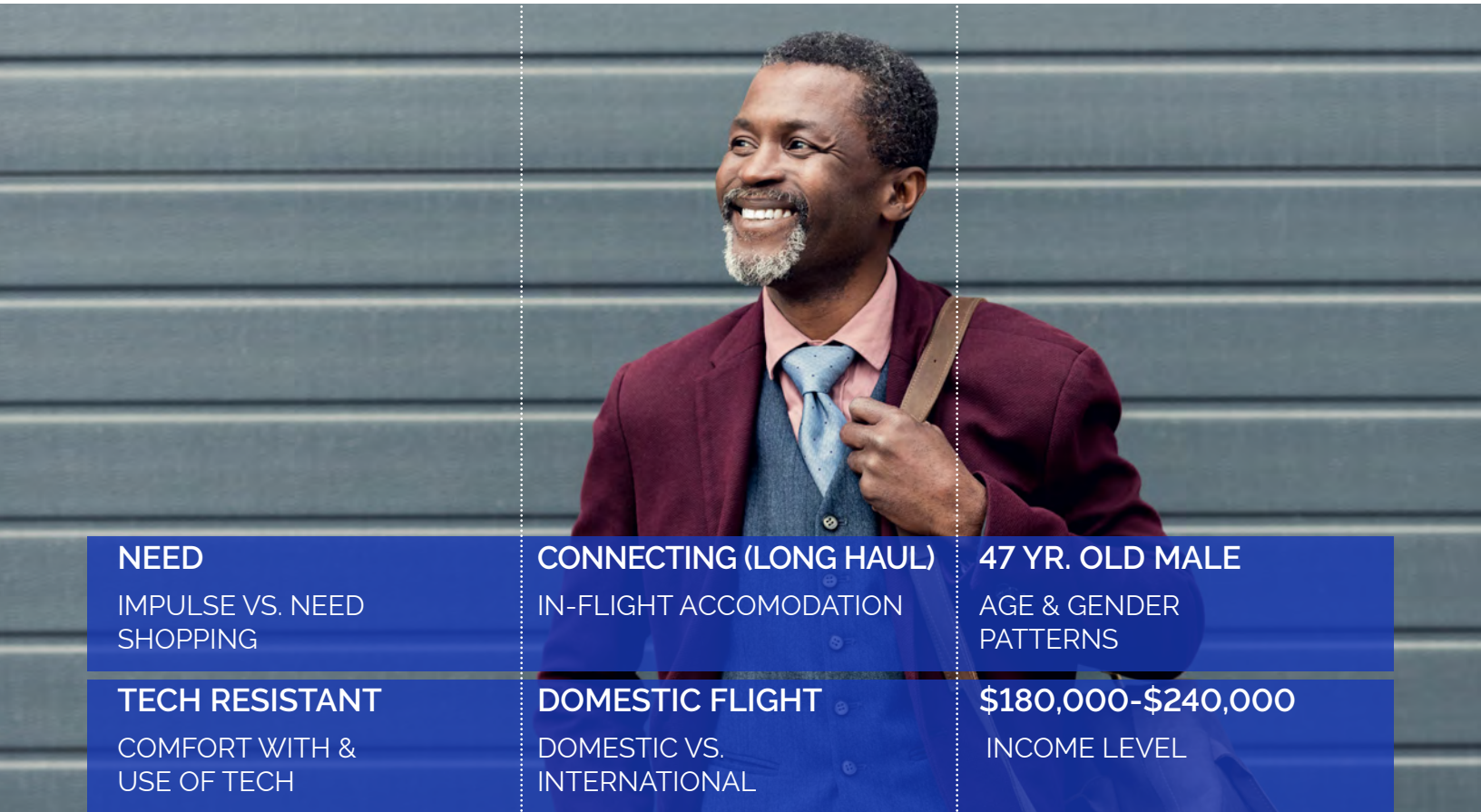
For more than 30 years, Hudson has seen – and solved – every situation that travelers face. Since opening our first Hudson store in LaGuardia, we've been keeping travelers happy by giving them what they need, whenever they want it.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
HUDSON

Why Hudson @ FAT



NEED

IMPULSE VS. NEED
SHOPPING

CONNECTING (LONG HAUL)

IN-FLIGHT ACCOMODATION

47 YR. OLD MALE

AGE & GENDER
PATTERNS

TECH RESISTANT

COMFORT WITH &
USE OF TECH

DOMESTIC FLIGHT

DOMESTIC VS.
INTERNATIONAL

\$180,000-\$240,000

INCOME LEVEL

Profile Summary

Delta passenger 1579 is returning home after spending the week in Fresno on business. His flight to JFK is about 7.5 hours (DL 3994 connecting to DL508 in SLC). He's 47, a father of twins and his flight is delayed about 40 minutes. He was pleased to see the blue Hudson sign as he made his way through security because he knows they'll have a wide assortment to choose from. Passenger 1579 is avid reader and loves magazine (how 1995 of him), and he can count on Hudson having a decent selection of mags to choose from. He's pretty sure he saw Brookstone

next to Hudson, so he might make his way there to look at some new headphones.

Concept Recommendation

Hudson is perfect for passenger 1579. He can find healthy options in the Grab & Go portion of the space. Thanks to a friendly sales associate, he'll also find a Freda Kahlo meets Rosy-The-Riveter tote bag that he's positive will make his wife smile

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
BROOKSTONE

Brookstone®

Description:

Welcome to the New Brookstone

Brookstone, Hudson's exclusive brand, is an iconic American brand that packs 54 years of expertise. It features a wide array of unique and innovative products in the travel, wellness, aromatherapy, and into the tech essentials, gadgets, comfort products, and travel necessities that keep every road warrior connected and confident while on the ground or in the air.

Through our years of experience in leading the travel retail industry, we've completely reimagined Brookstone to align with the needs and desires of today's tech-savvy, gadget-oriented consumers on the go.

Brookstone isn't
"just" an electronics
brand. It's a lifestyle
brand with more.



Selection Rationale:

The evolution of travel and consumer preferences demands more travel accessories and travel essentials basics. Things like power and cables, earbuds, as well as comfort items -- neck pillows, blankets and socks. After all, this is the age of more -- and Brookstone more than delivers.

FAT travelers will find exciting new and expanded categories. Travelers can handle delayed flights, missed connections or any other inconvenience-- if they can stay connected and comfortable.

The merchandise is focused on what travelers need and want, including a selection of STEM-related games and activities. A family of five can pick up the wellness, entertainment, and travel essentials that make every trip a little more fun while a business traveler can easily replace the broken or lost tech tool that will save the meeting.

Brookstone associates are thoroughly trained on every product. They are confident and knowledgeable in explaining each item, it's benefits and unique attributes. They are after all the "Traveler's Best Friend."

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
BROOKSTONE

Why Brookstone @ FAT



NEED IMPULSE VS. NEED SHOPPING	CONNECTING (LONG HAUL) IN-FLIGHT ACCOMMODATION	32 YR. OLD MALE AGE & GENDER PATTERNS
TECH RESISTANT COMFORT WITH & USE OF TECH	DOMESTIC FLIGHT DOMESTIC VS. INTERNATIONAL	\$90,000 - \$120,000 INCOME LEVEL

Profile Summary

Passenger B2861 is leaving Fresno to visit his family for the holiday. His flight to EWR is about 7.5 hours (United B2861 connecting to United 1591 in DEN). He's 32, single and he has about 2 hrs. until boarding. He was pleased to see the Brookstone sign as he made his way through security because he knows they'll have a wide assortment to choose from. Passenger B2861 is tech-savvy and loves to try new headphones, and he can count on Brookstone having a nice selection of headphones to choose from.

Concept Recommendation

Brookstone is perfect for passenger B2861. He can find great brands in headphones, such as Apple and Bose. Thanks to a friendly sales associate, he'll also find games to buy and play since he has 2 hours until his boarding. He can bring these items on the plane with him as well to help pass the time on the long flight.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
EINSTEIN BROS. BAGELS



EINSTEIN BROS. BAGELS

Einstein Bros. Bagels

Known as the largest fast casual bagel brand in America as well as a top franchise in the breakfast category.

Options for All Dayparts

- Various options and menus catered to each daypart.

Known & Beloved Everywhere

- Locations in college campuses, airports, business & industry, healthcare & military installations.

Menu Variety

- Delicious, freshly-made bagels, sandwiches, coffee & more at an affordable price.



Selection Rationale:

At Einstein Bros.® Bagels, they believe in the bagel. They believe it has the power to do amazing things—giving you a reason to look forward to morning office meetings or an afternoon escape or even the simple joy of a shmear mustache on your kid's face. It's why they get to the store at 2am every day and bake fresh bagels every four hours, so their bagels are as fresh and delicious as possible. It's why they only use the finest breakfast ingredients to create the most inspiring flavors. It's why they do everything possible to make your day that much better. To spread a little more joy and happiness in the world. To laugh, smile and enjoy each other's company that much more. And to them, there's no better way to do that than with the bagel.



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
EINSTEIN BROS. BAGELS

Why Einstein Bros.® Bagels @ FAT



NEED IMPULSE VS. NEED SHOPPING	CONNECTING (LONG HAUL) IN-FLIGHT ACCOMODATION	20 YR. OLD FEMALE AGE & GENDER PATTERNS
TECH RESISTANT COMFORT WITH & USE OF TECH	DOMESTIC FLIGHT DOMESTIC VS. INTERNATIONAL	\$40,000 - \$55,000 INCOME LEVEL

Profile Summary

Passenger B4073 is returning home after spending the week in Fresno, visiting her boyfriend. Her flight to BOS is about 7.5 hours (United 2410 connecting to United 1103 in DEN). She's 20, in a long-distance relationship and her flight is in 40 minutes. She woke up late and didn't have a chance to drink her coffee or have breakfast. She was pleased to see the Einstein Bros.® Bagels sign as she's sure she can find a great cup of coffee and a bagel on the go. She's also happy she won't be breaking the bank on breakfast this morning.

Concept Recommendation

Einstein Bros.® Bagels is perfect for passenger B4073. She can find coffee and variety of quick breakfast options. This passenger always wanted to try Einstein Bros.® Bagels but never had a chance to do so. She is surprised that she found them at the airport. She is excited to have their coffee and bagel for the first time. This worked perfectly for her since she doesn't have too much time for a big breakfast.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
TECHNOLOGY



Technology Trends

Technology powers our lives, making things faster, easier, and more convenient for us. Technology allows us to start our cars remotely, adjust the thermostat, keep an eye on our pets, see who's at the front door. Technology is part of our everyday lives – and it's only going to become more so.

Technology is going to play a much larger role at airports too. Whether it's an airline app that informs you if your flight is delayed or on time, Free Wi-Fi and charging areas for travelers, or the technology and biometrics required to go through security, there is no doubt that technology will only continue to enhance the travel experience for all travelers around the world.

Airports like FAT involve so many different parties every day from the travelers themselves to the pilots to the airline employees and security personnel to vendors, we know that adopting new technology will be the key driver in creating every facet of a traveler's journey seamless.

**"We make travel easy,
convenient and fast"**

Tech-Enabled Shopping

Whether for business or pleasure, FAT sees and serves millions of travelers a day. With anticipated rebound of travel and travelers' technology upgrades and programming will help travelers navigate their journey more efficiently and sustainably.

We know that travelers are increasingly attracted to convenience, variety, quality and accessible tech-enabled shopping option. Tech-enabled

shopping is the future of travel shopping. It's all about convenience and speed of service, two things' travelers value most.

When working on our programming we have looked at different ways to upgrade and innovate with tech. See key tech enhancements and services we have upgraded that are focused on enhancing the guest experience across our program for FAT.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN CONCEPT RELEVANCE, FEATURES & BENEFITS TECHNOLOGY

The Travel Shopping Experience Elevated

The travel experience can be frustrating at times, like having to wait in line while an associate multitasks — processing transactions while assisting a customer on the floor at the same time. This is where we took the opportunity to improve the experience through technology. See below to see how we are using technology to elevate the experience at each of our stores:

- **Self-Check-out Options-** hurried travelers will appreciate the speed of service
- **Digital Menu Boards-** hungry travelers will appreciate the freshly available food options (breakfast-lunch-dinner)
- **QR codes-** tired travelers will appreciate the varied options for attaining information
- **Loyalty Apps-** loyal travelers will appreciate being able to use their loyalty points

Combined these technology upgrades result in pure simplicity. From not needing to stand in line at the checkout while an associate rings and bags your purchases to being able to redeem your loyalty points—our tech-enable programming puts FAT travelers in control.



Technology and advanced
staffing techniques
create an elevated
shopping experience

For optimal customer
service and satisfaction

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
PRICING STRATEGY

Pricing Methodology

Accurate and evolving pricing is an important component of our business. Here's how we monitor pricing and how we make changes over time:

- | | | | |
|--|--|---|--|
| 1. Travel Essentials. Our local and regional operations leaders monitor pricing of items in this category routinely. They survey the local market for comparable products to set initial pricing levels. After the initial pricing is established, our teams continue to review pricing at comparable locations and make adjustments based on local market fluctuations. | 2. Books, newspapers, magazines. Merchandise in this category is set based on each distributor's Manufacturer's Suggested Retail Price (MSRP), which equals street pricing. | 4. F&B – Our local and regional operations leaders monitor F&B pricing routinely. Our rates are comparable to the F&B stores located outside the airport. After the initial pricing is established, our teams continue to review pricing at comparable locations and make adjustments based on local market fluctuations. | 5. Changes. In the event that pricing is changed, we provide written notification of such changes to our clients (i.e., aviation authorities). |
| | 3. Specialty-retail merchandise. Specialty retail merchandise varies by brand, and we follow the pricing guidance provided by the different brands (i.e., Coach, Urban Decay) in almost all cases. | | |



Our experience has proven that reasonable prices increase sales. By increasing sales, we are better able to increase rents for the airport while stabilizing our percentage rent for better control and predictability of profit margins. The expectation of reasonable pricing goes a long way toward enhancing the airport's image in the eyes of the traveling public.

Hudson generally prefers to maintain prices at a constant level, but recognizes that costs may increase over time. Prices will be compared periodically, particularly if prices should shift unusually for a given merchandise category. For instance, the cost of tobacco products changes significantly with tax alterations. Prices from our comparison locations would be presented in support of a request for a price increase.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN CONCEPT RELEVANCE, FEATURES & BENEFITS LOCAL PRODUCTS



Yosemite Country Foods

Yosemite Country Foods has been a family owned business located just south of Yosemite, since 1991. It was started so that Yosemite National Park could have its own unique product line. They use nothing but the freshest, top quality products such as; Beef and Turkey Jerky, Candy, Trail Mix and Dried Fruit. Yosemite Country Foods can be found in our Hudson stores at FAT today!

Hudson is hoping to bring the following local brands to our NEW Hudson stores at FAT:

A 'Capella

At Made in Nature, they're the pioneers of organic snacks. They've been traveling the world, walking the fields, collaborating with growers, rolling up their sleeves, and getting dirty for over 30 years. No matter your snacking occasion, persuasion or location, they've got the most delicious and delightful snacks. From organic dried fruit to fair trade chocolate, they've got your snacks covered!

Braga

Braga Organic Farms started from their love for pistachios and organic food in general. Their products have been certified organic food by C.C.O.F. since November of 2000. They currently have 40 acres of pistachios located in Madera, California. They truly believe that everybody should purchase organic food directly from the farmer. There is no better or fresher way to eat! Braga's delicious and nutritious snacks include Almonds,

- ALWAYS ORGANIC
- NON-GMO
- CERTIFIED GLUTEN FREE
- 100% PLANT-BASED

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN CONCEPT RELEVANCE, FEATURES & BENEFITS LOCAL PRODUCTS



Hinkle's Honey

Hinkle's Honey offers their delicious blend of different nectars straight from the hives. Their honey is NEVER super-heated, filtered or strained, therefore you are receiving the enzymes, nutrients and pollens the bee adds in, flavoring is never added. When the honey is extracted from their different areas and locations it is then blended into a tank for a delicious one of a kind flavor that will not disappoint your taste buds.



Life's Grape

Their grapes are gently sun-dried on the vine under the shade of the canopy. This signature, all-natural drying process results in a juicier and sweeter snack. They know this difference will surprise and delight you! Their delicious and unique snacks include Dark Chocolate Dipper Vine-Dried Grapes, Peanut Butter Dipped Vine-Dried Grapes and Classic Vine-Dried Grapes.



Raphio Chocolate

Raphio Chocolate was born from a desire to promote healthy real chocolates to other parents or anyone, for that matter, so their children or loved ones can also enjoy pure dark chocolate. Their chocolate bars have won several awards nationally as well as internationally. They are proudly worn on each winning product. Their offering includes chocolate bars, chocolate bonbons and ground chocolate.



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
HUDSON PRODUCTS



Hudson Merchandise Categories & Pricing

Hudson will continue to evolve product assortments and modify the mix based on traveler feedback, purchasing patterns and sales results. Fresno does not stand still and as a result, both the product and retail plans will anticipate trends to keep pace with FAT busy life.

FAT life includes elements and milestones past and present, incorporating both culture and lifestyle. The rich heritage will be highlighted and respected. Critical to the plan and integral to planning, is intentional consideration of Fresno Events which are locally and globally recognized.

Product Pricing

Please see the tables below for a high-level product assortment, consistent with our travel essentials operation portfolio across North America.



Product Category	Price Range
Snacks, Candy, Food	\$1.99-\$24.99
Beverages	\$1.59-\$5.99
Electronics	\$9.99-\$499.99
Souvenirs & Apparel	\$2.49-\$99.99
Travel Accessories	\$9.99-\$49.99

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
BROOKSTONE PRODUCTS

Brookstone Merchandise Categories & Pricing

Brookstone offers today's travelers variety in selections and brands to fulfill their tech needs on-the-go and beyond. In addition to premium global Brands like Apple, Beats, Bose and Sony (to name just a few) Brookstone also offers an extensive assortment of proprietary products available exclusively at Hudson Airport Stores. With additional categories like Wellness + Personal Care, and a curated collection of S.T.E.M. related toys and activities. (Science/Technology/Engineering/Mathematics), Brookstone continues to exceed the expectations of today's tech-savvy traveling consumer.

Product Pricing

Please see the tables below for a high-level product assortment, consistent with our travel essentials operation portfolio across North America.

Audio Headphones, ear buds, headsets, including wireless and wired, noise reduction, noise cancelling, bone conduction, and options for kids	\$21.99 - \$349.99
Tech Accessories Charging cables, adapters, portable power	\$14.99 - \$119.99
Travel Accessories Locks, luggage tags, comfort, including pillows, socks, and blankets	\$9.99 - \$49.99
Luggage Roller bags, duffels, laptop bags, backpacks, travel cubes, totes	\$9.99 - \$699.99
Wellness + Personal Care Handheld and specialty massagers, wellness travel kits, aromatherapy, mental health, fitness massage, cleanse and refresh	\$9.99 - \$599.99
S.T.E.M. Toys, activities, education, games, kits, novelty	\$9.99 - \$129.99



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

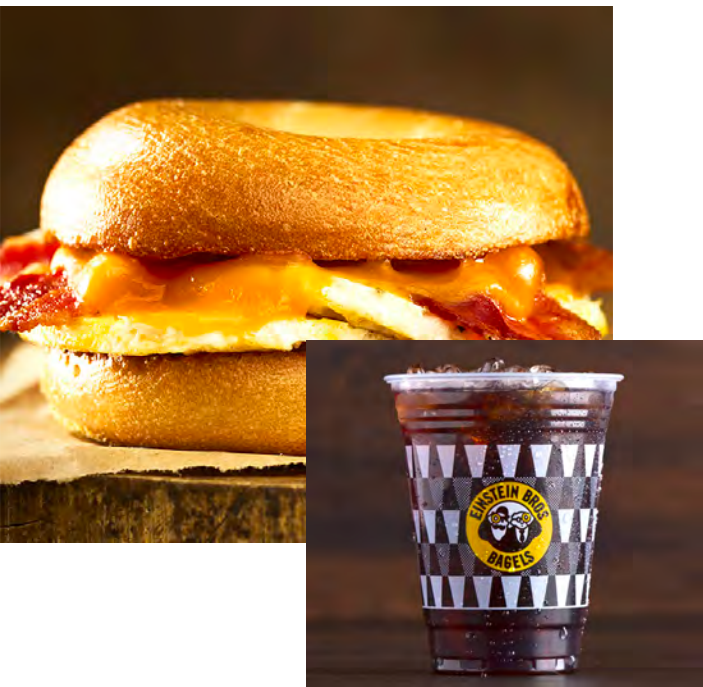
TENANT MIX & CONCESSIONS PLAN
CONCEPT RELEVANCE, FEATURES & BENEFITS
EINSTEIN BROS PRODUCTS



Einstein Bros.® Bagels is your neighborhood bagel shop. They're proud to provide your guests with freshly baked bagels, breakfast sandwiches, lunch sandwiches, coffee and so much more.

Product Pricing

Please see the table below for a high-level product assortment of Einstein Bros. Bagels.



Product Category

Bagels & Breakfast Sandwiches	\$2.39 – \$18.99
Lunch/Hot & Toasty	\$7.89 - \$9.99
Beverages	\$2.29 - \$4.69
Espresso	\$3.79 - \$5.49



TAB 4 –
Projected Gross Receipts,
Rent and Cash Flow

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson + Brookstone
C-135
1,008
\$820

EPAX Forecast	1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
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Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$1,426,133	\$1,477,430	\$1,545,916	\$1,622,250	\$1,707,940	\$1,788,669	\$1,871,664	\$1,966,370	\$2,065,869	\$2,170,402	\$2,280,224	\$2,395,603	\$2,516,821	\$2,644,172	\$2,777,967	\$30,257,428
Operating Expenses																	
Cost of Goods	35.8%	\$509,989	\$528,334	\$552,824	\$580,121	\$610,764	\$639,633	\$669,313	\$703,180	\$738,761	\$776,142	\$815,415	\$856,675	\$900,023	\$945,564	\$993,409	\$10,820,149
Labor	22.5%	\$320,456	\$331,983	\$347,372	\$364,524	\$383,779	\$401,919	\$420,568	\$441,849	\$464,206	\$487,695	\$512,373	\$538,299	\$565,537	\$594,153	\$624,217	\$6,798,927
Space Rent	\$40.00	\$40,320	\$42,336	\$44,453	\$46,675	\$49,009	\$51,460	\$54,033	\$56,734	\$59,571	\$62,550	\$65,677	\$68,961	\$72,409	\$76,029	\$79,831	\$870,048
Percentage Rent	10.0%	\$102,293	\$105,407	\$110,139	\$115,550	\$121,785	\$127,407	\$133,134	\$139,903	\$147,016	\$154,491	\$162,345	\$170,599	\$179,273	\$188,388	\$197,966	\$2,155,695
Other Direct Expenses	6.5%	\$93,274	\$96,629	\$101,108	\$106,101	\$111,705	\$116,985	\$122,413	\$128,607	\$135,115	\$141,952	\$149,134	\$156,681	\$164,609	\$172,938	\$181,688	\$1,978,939
G&A	5.8%	\$82,716	\$85,691	\$89,663	\$94,090	\$99,061	\$103,743	\$108,557	\$114,049	\$119,820	\$125,883	\$132,253	\$138,945	\$145,976	\$153,362	\$161,122	\$1,754,931
Royalties	2.5%	\$35,653	\$36,936	\$38,648	\$40,556	\$42,698	\$44,717	\$46,792	\$49,159	\$51,647	\$54,260	\$57,006	\$59,890	\$62,921	\$66,104	\$69,449	\$756,436
Utilities	0.5%	\$7,352	\$7,616	\$7,969	\$8,363	\$8,804	\$9,221	\$9,648	\$10,137	\$10,650	\$11,188	\$11,755	\$12,349	\$12,974	\$13,631	\$14,320	\$155,977
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$7,730	\$8,111	\$8,540	\$8,943	\$9,358	\$9,832	\$10,329	\$10,852	\$11,401	\$11,978	\$12,584	\$13,221	\$122,879
Total Operating Expenses	84.0%	\$1,192,053	\$1,234,931	\$1,292,176	\$1,363,710	\$1,435,717	\$1,503,624	\$1,573,400	\$1,652,977	\$1,736,617	\$1,824,490	\$1,916,810	\$2,013,800	\$2,115,698	\$2,222,753	\$2,335,224	\$25,413,980
EBITDA	16.0%	\$234,079	\$242,499	\$253,740	\$258,540	\$272,223	\$285,045	\$298,264	\$313,393	\$329,251	\$345,911	\$363,414	\$381,803	\$401,122	\$421,419	\$442,743	\$4,843,447
Amortization/Depreciation	2.7%	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$826,135
Interest & Taxes (24%)	24.0%	-\$56,179	-\$58,200	-\$60,898	-\$62,050	-\$65,333	-\$68,411	-\$71,583	-\$75,214	-\$79,020	-\$83,019	-\$87,219	-\$91,633	-\$96,269	-\$101,141	-\$106,258	-\$1,162,427
NET PROFIT	9.4%	\$122,825	\$129,224	\$137,767	\$141,414	\$151,814	\$161,558	\$171,605	\$183,103	\$195,155	\$207,817	\$221,119	\$235,095	\$249,777	\$265,203	\$281,409	\$2,854,885

Sales assumptions
- Based on existing Hudson News airside performance, company internal benchmarks for the Brookstone concept
- Resulting SPE (spend per enplanement) applied to the provided PAX forecast
NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson Local
C-203-R
1,100
\$888

EPAX Forecast

1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
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Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$3,071,548	\$3,182,030	\$3,329,532	\$3,493,936	\$3,678,492	\$3,852,362	\$4,031,115	\$4,235,089	\$4,449,385	\$4,674,523	\$4,911,054	\$5,159,554	\$5,420,627	\$5,694,911	\$5,983,073	\$65,167,229
Operating Expenses																	
Cost of Goods	36.1%	\$1,110,246	\$1,150,181	\$1,203,497	\$1,262,923	\$1,329,633	\$1,392,480	\$1,457,092	\$1,530,821	\$1,608,280	\$1,689,659	\$1,775,156	\$1,864,979	\$1,959,347	\$2,058,490	\$2,162,650	\$23,555,434
Labor	23.3%	\$716,324	\$742,090	\$776,489	\$814,830	\$857,871	\$898,420	\$940,107	\$987,677	\$1,037,653	\$1,090,158	\$1,145,320	\$1,203,274	\$1,264,159	\$1,328,126	\$1,395,329	\$15,197,828
Space Rent	\$40.00	\$44,000	\$46,200	\$48,510	\$50,936	\$53,482	\$56,156	\$58,964	\$61,912	\$65,008	\$68,258	\$71,671	\$75,255	\$79,018	\$82,969	\$87,117	\$949,457
Percentage Rent	10.0%	\$263,155	\$272,003	\$284,443	\$298,458	\$314,367	\$329,080	\$344,147	\$361,596	\$379,930	\$399,194	\$419,434	\$440,700	\$463,045	\$486,523	\$511,190	\$5,567,266
Other Direct Expenses	6.5%	\$200,890	\$208,116	\$217,763	\$228,515	\$240,586	\$251,958	\$263,649	\$276,989	\$291,005	\$305,730	\$321,200	\$337,452	\$354,527	\$372,467	\$391,313	\$4,262,159
G&A	5.8%	\$178,150	\$184,558	\$193,113	\$202,648	\$213,353	\$223,437	\$233,805	\$245,635	\$258,064	\$271,122	\$284,841	\$299,254	\$314,396	\$330,305	\$347,018	\$3,779,699
Royalties	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	0.5%	\$15,834	\$16,403	\$17,164	\$18,011	\$18,963	\$19,859	\$20,780	\$21,832	\$22,937	\$24,097	\$25,316	\$26,597	\$27,943	\$29,357	\$30,843	\$335,937
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$16,648	\$17,470	\$18,392	\$19,262	\$20,156	\$21,175	\$22,247	\$23,373	\$24,555	\$25,798	\$27,103	\$28,475	\$264,653
Total Operating Expenses	82.7%	\$2,528,598	\$2,619,550	\$2,740,979	\$2,892,969	\$3,045,724	\$3,189,782	\$3,337,806	\$3,506,618	\$3,684,053	\$3,870,466	\$4,066,312	\$4,272,067	\$4,488,234	\$4,715,339	\$4,953,935	\$53,912,432
EBITDA	17.3%	\$542,950	\$562,480	\$588,553	\$600,967	\$632,768	\$662,580	\$693,308	\$728,471	\$765,331	\$804,057	\$844,742	\$887,486	\$932,393	\$979,572	\$1,029,138	\$11,254,797
Amortization/Depreciation	1.5%	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$976,568
Interest & Taxes (24%)	24.0%	-\$130,308	-\$134,995	-\$141,253	-\$144,232	-\$151,864	-\$159,019	-\$166,394	-\$174,833	-\$183,679	-\$192,974	-\$202,738	-\$212,997	-\$223,774	-\$235,097	-\$246,993	-\$2,701,151
NET PROFIT	11.6%	\$347,537	\$362,380	\$382,196	\$391,630	\$415,799	\$438,456	\$461,810	\$488,533	\$516,547	\$545,979	\$576,900	\$609,385	\$643,514	\$679,370	\$717,041	\$7,577,078

Sales assumptions

- Based on existing Hudson News airside performance, company internal benchmarks
- Resulting SPE (spend per enplanement) applied to the provided PAX forecast

NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson + Café
T-105
1,245
\$806

EPAX Forecast

1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
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Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$1,346,278	\$1,394,704	\$1,459,355	\$1,531,414	\$1,612,306	\$1,688,514	\$1,766,863	\$1,856,266	\$1,950,193	\$2,048,873	\$2,152,546	\$2,261,465	\$2,375,895	\$2,496,115	\$2,622,418	\$28,563,203
Operating Expenses																	
Cost of Goods	33.1%	\$445,586	\$461,614	\$483,012	\$506,862	\$533,635	\$558,858	\$584,790	\$614,380	\$645,468	\$678,128	\$712,442	\$748,491	\$786,365	\$826,155	\$867,958	\$9,453,742
Labor	28.6%	\$384,852	\$398,695	\$417,177	\$437,776	\$460,900	\$482,685	\$505,082	\$530,639	\$557,490	\$585,699	\$615,335	\$646,471	\$679,182	\$713,549	\$749,655	\$8,165,188
Space Rent	\$40.00	\$49,800	\$52,290	\$54,905	\$57,650	\$60,532	\$63,559	\$66,737	\$70,074	\$73,577	\$77,256	\$81,119	\$85,175	\$89,434	\$93,905	\$98,601	\$1,074,612
Percentage Rent	10.0%	\$84,828	\$87,180	\$91,031	\$95,492	\$100,698	\$105,293	\$109,950	\$115,553	\$121,442	\$127,631	\$134,136	\$140,972	\$148,156	\$155,706	\$163,641	\$1,781,708
Other Direct Expenses	6.8%	\$91,051	\$94,326	\$98,699	\$103,572	\$109,043	\$114,197	\$119,496	\$125,543	\$131,895	\$138,569	\$145,580	\$152,947	\$160,686	\$168,817	\$177,359	\$1,931,780
G&A	5.8%	\$78,084	\$80,893	\$84,643	\$88,822	\$93,514	\$97,934	\$102,478	\$107,663	\$113,111	\$118,835	\$124,848	\$131,165	\$137,802	\$144,775	\$152,100	\$1,656,666
Royalties	4.2%	\$56,530	\$58,563	\$61,278	\$64,303	\$67,700	\$70,900	\$74,190	\$77,944	\$81,888	\$86,031	\$90,385	\$94,958	\$99,763	\$104,811	\$110,114	\$1,199,358
Utilities	0.5%	\$6,940	\$7,190	\$7,523	\$7,894	\$8,311	\$8,704	\$9,108	\$9,569	\$10,053	\$10,562	\$11,096	\$11,658	\$12,248	\$12,867	\$13,519	\$147,243
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$7,297	\$7,657	\$8,062	\$8,443	\$8,834	\$9,281	\$9,751	\$10,244	\$10,763	\$11,307	\$11,879	\$12,481	\$115,999
Total Operating Expenses	89.4%	\$1,197,672	\$1,240,751	\$1,298,266	\$1,369,668	\$1,441,991	\$1,510,192	\$1,580,273	\$1,660,199	\$1,744,205	\$1,832,462	\$1,925,185	\$2,022,599	\$2,124,942	\$2,232,465	\$2,345,427	\$25,526,296
EBITDA	10.6%	\$148,607	\$153,952	\$161,089	\$161,746	\$170,315	\$178,323	\$186,590	\$196,067	\$205,988	\$216,411	\$227,361	\$238,866	\$250,952	\$263,650	\$276,991	\$3,036,907
Amortization/Depreciation	3.5%	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$1,003,541
Interest & Taxes (24%)	24.0%	-\$35,666	-\$36,949	-\$38,661	-\$38,819	-\$40,876	-\$42,797	-\$44,782	-\$47,056	-\$49,437	-\$51,939	-\$54,567	-\$57,328	-\$60,229	-\$63,276	-\$66,478	-\$728,858
NET PROFIT	4.6%	\$46,039	\$50,101	\$55,525	\$56,024	\$62,537	\$68,622	\$74,906	\$82,108	\$89,648	\$97,569	\$105,892	\$114,635	\$123,821	\$133,472	\$143,611	\$1,304,509

Sales assumptions

- Based on existing Hudson News landside performance, estimation for coffee service capacity and an synergy sales uplift for the hybrid Retail + F&B location
 - Resulting SPE (spend per enplanement) applied to the provided PAX forecast
- NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)



TAB 5 –
Proposed Capital Investment

FORM 13: ANTICIPATED MINIMUM CAPITAL INVESTMENT PROPOSAL (Continued)
FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,
AIRPORTS DEPARTMENT

REQUEST FOR PROPOSALS NO. 12300507

SCHEDULE 2: PROPOSAL SHEET FOR INITIAL CAPITAL INVESTMENT PER NEWS & GIFT CONCESSION UNIT

SCHEDULE NO. 2 – FAT: Initial Capital Investment (Dollar Amount) per News & Gift Concession Unit. (Be Advised, there is also a Mid-Term Refurbishment Requirement for Each News & Gift Concession Unit. The Refurbishment Requirement (not less than ½ of 1% of each Unit's Total Gross Sales) will begin at the start of Year 4 (2026) for those Units located in the Terminal Building and Concourse A and at the start of Year 5 (2027) for those Units located in Concourse B, and continue through each subsequent year, including Option Years.)

Concession (Concourse, Space #, Sq.Ft.)*	Location	Merchandising Plan	Minimum Opening Year	Initial Investment Amount)	Capital (Dollar
Terminal (Pre-Security); Space (1,245sq.ft.)	T-105	Combination News & Convenience and National Branded Coffee	2023	\$ 1,003,541	
Concourse A; Space C-135 (1,008sq.ft.)		News & Convenience	2023	\$ 826,135	
Concourse A; Space POD (1,470sq.ft.) N&C ONLY		News & Convenience	2023	\$ 976,568	
Total Initial Capital Investment (Dollar Amount) For All News & Convenience Units				\$ 2,806,244	

FAT Total Schedule No. 2 is \$ two million eighth hundred and six thousand two hundred forty four **dollars and**
-- **cents.**

The Proposer shall submit proposals on Schedule 1 or Schedule 2, or may bid on both schedules.

The City reserves the right to award a contract for the Schedule 1 or 2 or both, as listed in the order shown in the bid proposal, subject to available funds at the time of award, whichever the City deems to be in its own best interest.

Completion of Bid Proposal Form to be Eligible for Award. Proposers must bid all items within the schedules. The Proposer is non-responsive and ineligible for award in the event Proposer fails to initial this paragraph on the line provided and completely fill in the Proposal Form including, without limitation, all dollar amounts, and information called for on this Proposal Form. By Proposer's initials to the right hereof, Proposer represents he/she has read and understands the consequences of not completely filling in this Proposal Form.


Initial

The City reserves the right to reject any and all proposals.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS	PROPOSED CAPITAL INVESTMENT SOURCE(S) OF FUNDS
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HG Fresno Concessionaires JV, a Joint Venture ("JV") between Hudson (HG) Retail, LLC with 87% ownership and Martinez-Niebla, LLC with 13% ownership will invest approximately \$2.8 million. \$100,000 of that investment will be funded from internal cash flows from the JV partners, proportional to ownership percentage. The remaining portion of the capital investment will be financed by the JV. If 3rd party financing is unavailable for whatever reason, Hudson shall act as lender of last resort



TAB 6 –
Qualifications, Background
& Experience

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

QUALIFICATIONS, BACKGROUND & EXPERIENCE

Hudson has over 30 years of concessions operations throughout the U.S. and Canada. Today Hudson operates over 1,000 locations in 88 locations in airports of all sizes, from small (Des Moines, Iowa) to the world's busiest (Hartsfield-Jackson Atlanta International Airport), commuter terminals, hotels, and some of the most visited landmarks and tourist destinations in the world.

The information below is reflective of the majority equity holder in HG Fresno Concessionaires JV- Hudson (HG) Retail, LLC. The stats we've provided in this statement of qualifications speak to our operations prior to the spread of COVID-19. While we scaled back operations to deal with the downturn in air travel, we're definitely on the road to recovery and fully expect to be back to business as usual as the crisis continues to abate.

We're open in every market we operated in prior to the pandemic, with the exception of a few street-side locations that are closed by the landlord. Today, we've reopened more than 94% of our concession locations across North America. In addition, we've worked with our landlords to drive sales using a variety of entrepreneurial tactics – including digital innovation.

In addition to leveraging technology, we also leveraged old-fashion expertise and hard work. Where other concessionaires were closed (or remain closed) – we've expanded our offerings, especially around expanding our food and beverage portfolio and operations. Our willingness to support travelers, even when times are hard, means we've outperformed other concessionaires. We're proud to be The Traveler's Best Friend –in good and challenging times.



FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

NEWS & CONVENIENCE CONCESSIONS

QUALIFICATIONS, BACKGROUND
& EXPERIENCE



Hudson Group (HG) Retail, LLC is a Delaware limited liability company and 100% owned by Hudson Group (HG) Inc., a Delaware corporation, which is a wholly owned subsidiary of Hudson Ltd. a Bermuda corporation.

Hudson has undergone 2 ownership changes within the past 5 years. First, in 2018, Hudson was listed on the New York Stock Exchange. Then in 2020, Hudson was delisted from public trading. We invite you to visit the Media portion of our website if you'd like to learn more:

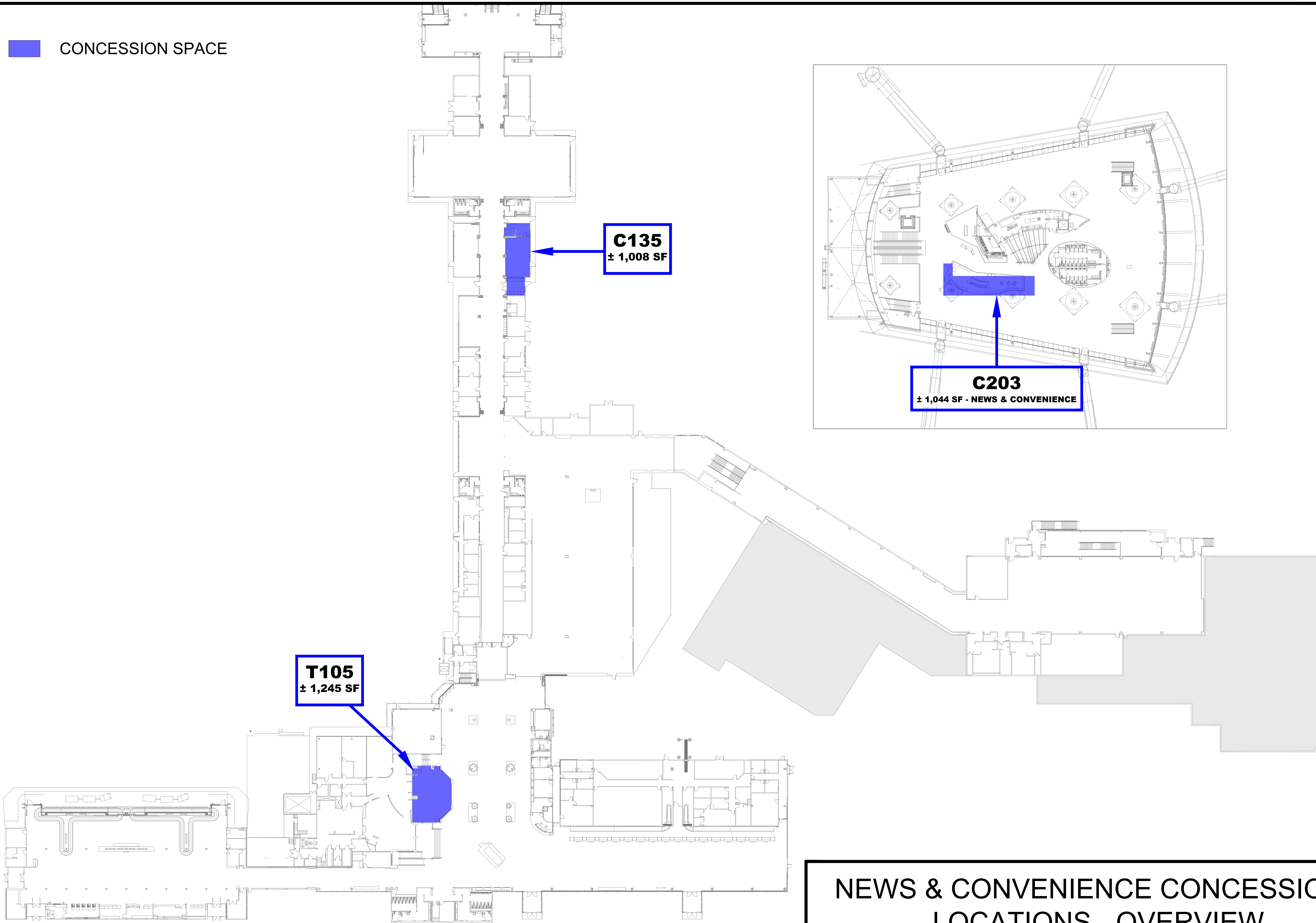
<https://www.hudsongroup.com/media>

EXHIBIT B

**Square Footage is preliminary until
final As Builts are completed**



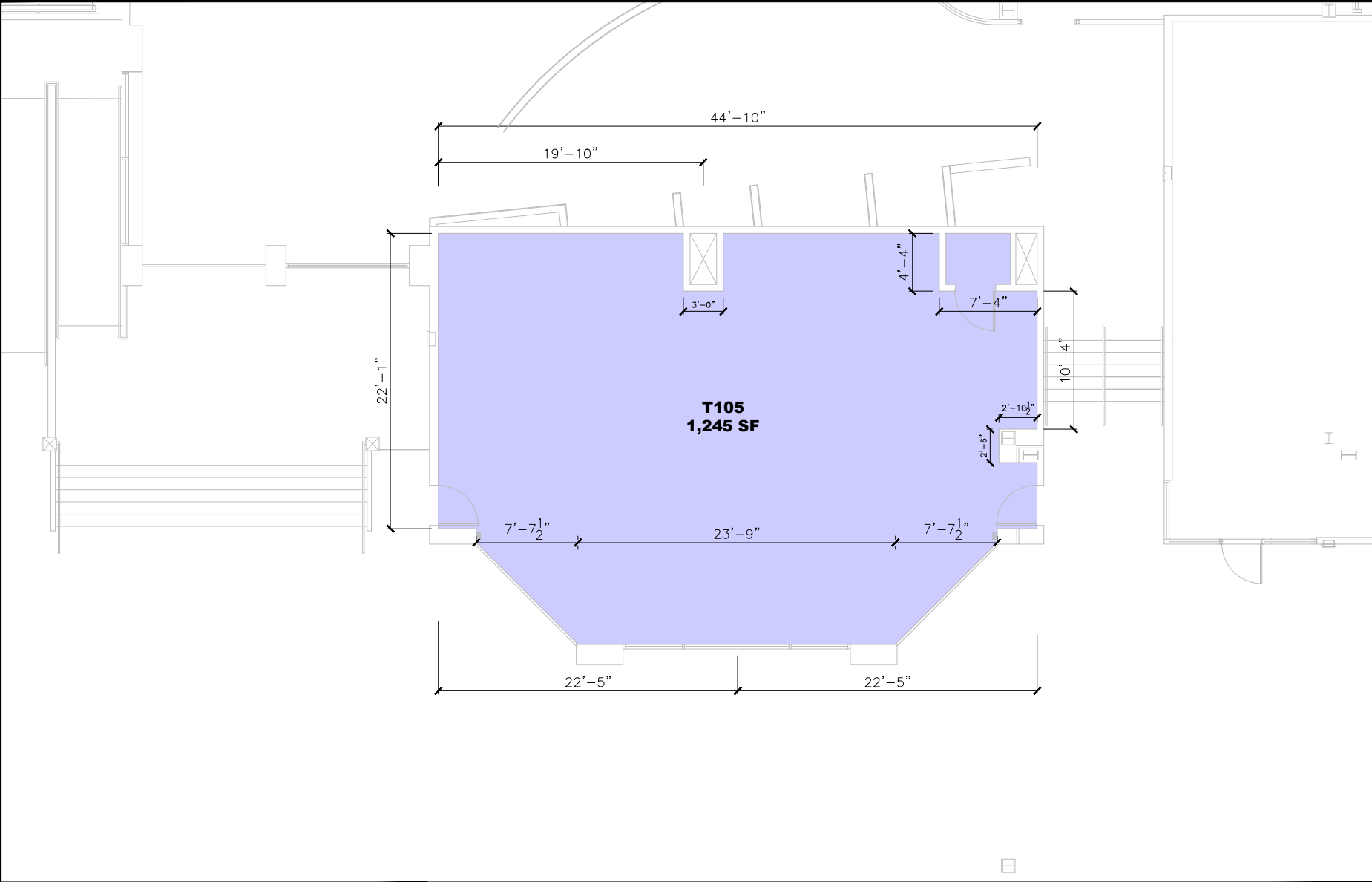
CONCESSION SPACE

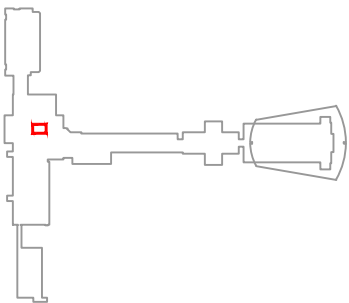


NEWS & CONVENIENCE CONCESSIONS
LOCATIONS - OVERVIEW

FRESNO YOSEMITE INTERNATIONAL AIRPORT
LEASE OUTLINE DRAWINGS

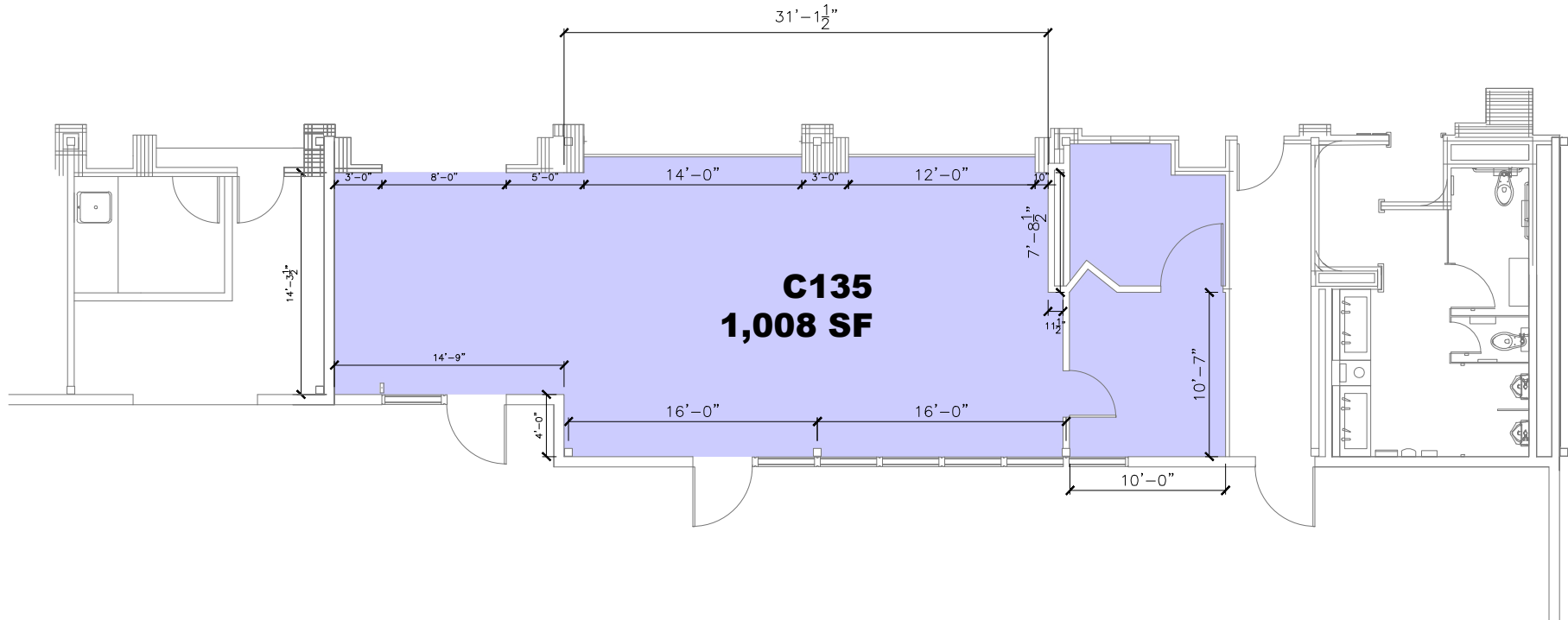
TERMINAL CONCESSIONS



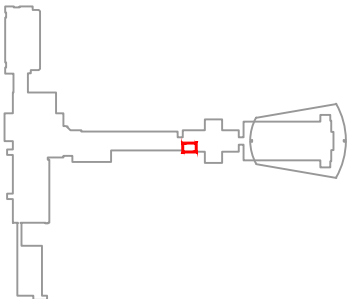
<p>TERMINAL KEY</p> 	<p>DISCLAIMER:</p> <p>THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.</p> <p>GENERAL NOTES:</p> <ol style="list-style-type: none"> 1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES 2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS 3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB. 	<p>DATE: 03/09/23</p>	<p>SCALE: 3/32" = 1' - 0"</p>	<p>SHEET NUMBER: T105</p>
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FRESNO YOSEMITE INTERNATIONAL AIRPORT LEASE OUTLINE DRAWINGS

TERMINAL CONCESSIONS
(W/ C133 ADDITION)



TERMINAL KEY



DISCLAIMER:

THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.

GENERAL NOTES:

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

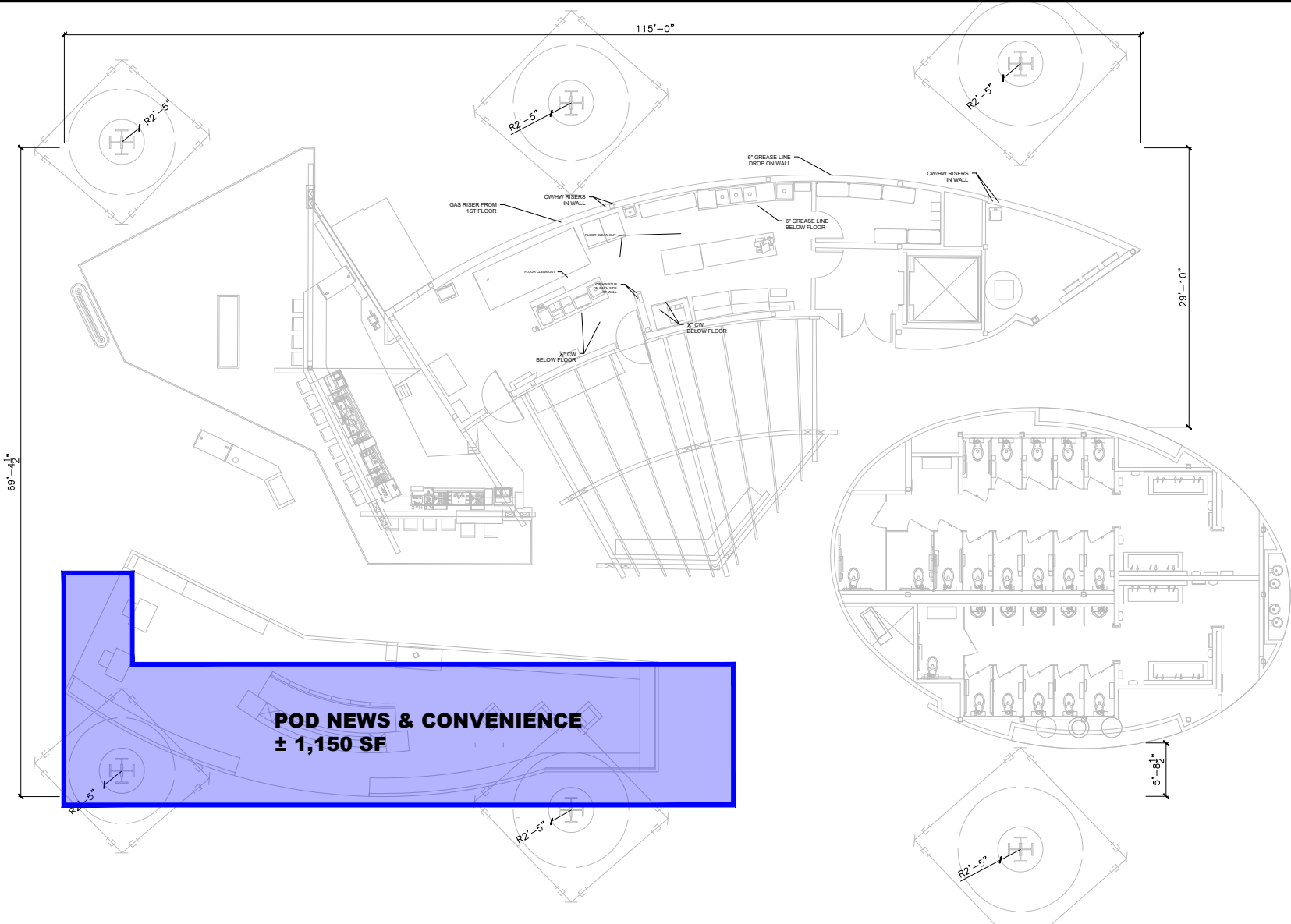
DATE: 03/09/23

SCALE: 3/32" = 1' - 0"

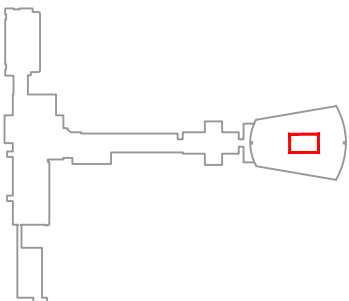
SHEET NUMBER: C135

FRESNO YOSEMITE INTERNATIONAL AIRPORT LEASE OUTLINE DRAWINGS

TERMINAL CONCESSIONS



TERMINAL KEY



DISCLAIMER:

THIS LEASE OUTLINE DRAWING IS PRELIMINARY AND INTENDED TO PROVIDE BASIC ARCHITECTURAL CHARACTERISTICS, APPROXIMATE DIMENSIONS, AND OVERALL AREA OF SHELL LEASE SPACE. INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE. AS STATED IN GENERAL NOTES 1 AND 2, TENANT IS REQUIRED TO FIELD VERIFY ALL AS-IS CONDITIONS PRIOR TO COMMENCEMENT OF DESIGN WORK.

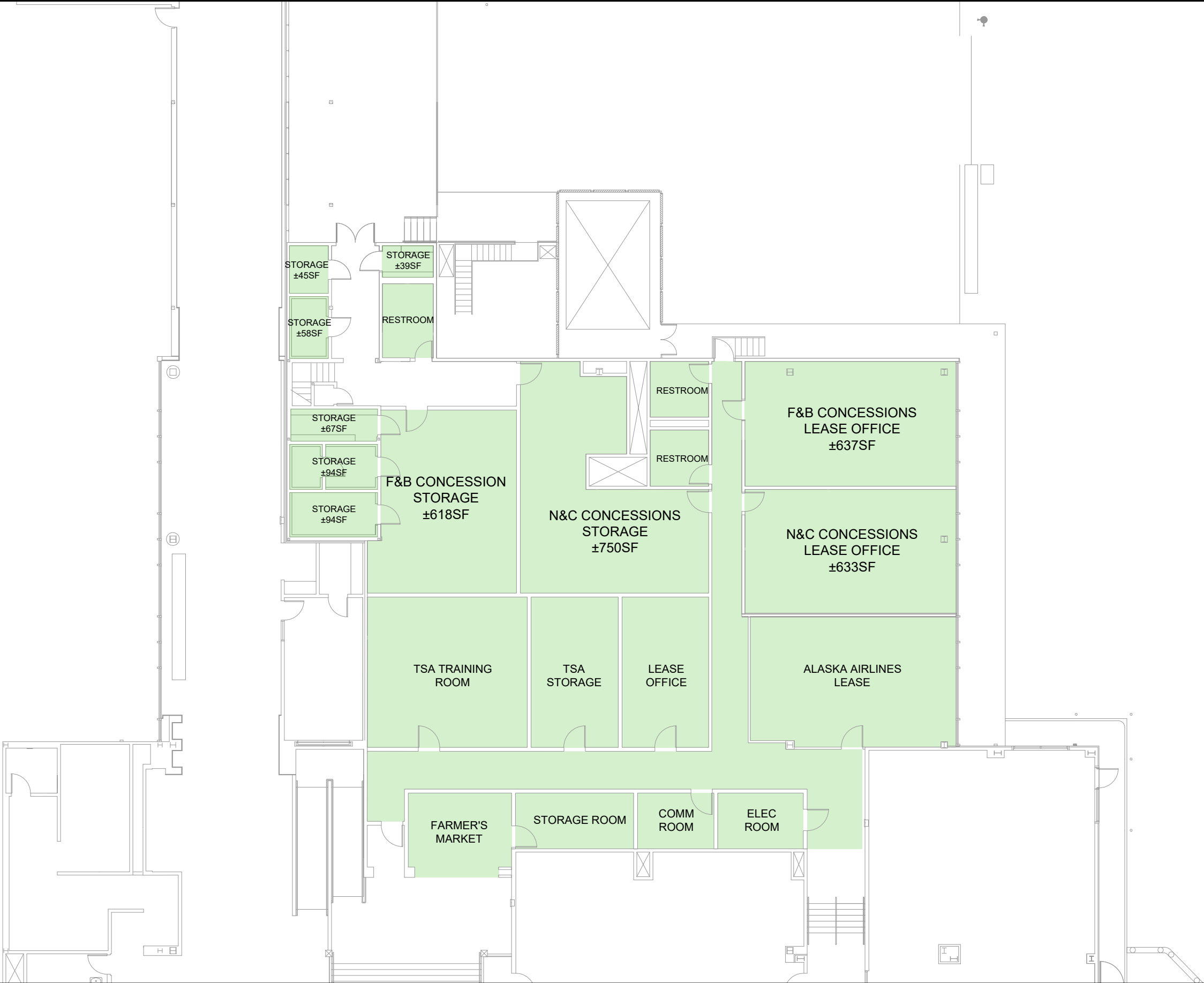
GENERAL NOTES:

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-IS CONDITIONS AND COORDINATED WITH ALL WALL TYPES
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT SHALL FIELD VERIFY AND CONFIRM ALL AS-IS CONDITIONS
3. BEFORE MAKING FLOOR PENETRATIONS OR ANY KIND OF REMOVAL OF CONCRETE FROM THE FLOOR SLAB, G.C. TO ENSURE THAT THE CONCRETE AT THAT LOCATION IS FREE OF REBAR, STRUCTURAL BEAMS, PAN JOISTS, OR GIRDERS. IF FLOOR IS CONSTRUCTED OF POST TENSIONED SYSTEM, G.C. SHALL ENSURE THAT THE ADEQUATE MEASURES ARE TAKEN TO STEER CLEAR OF STRESSED BARS IN ORDER TO AVOID INJURY OR COMPROMISE OF THE STRUCTURAL INTEGRITY OF THE FLOOR. IN THIS CASE, THE CUTTING OF ANY REBAR SHALL REQUIRE PRIOR APPROVAL FROM A PROFESSIONAL STRUCTURAL ENGINEER FAMILIAR WITH THE ORIGINAL CONSTRUCTION OF THE FLOOR SYSTEM. USE OF SYSTEMS SUCH AS GPR FOR LOCATING REBAR IS HIGHLY RECOMMENDED BEFORE MAKING PENETRATIONS INTO THE SLAB.

DATE: 05/08/23

SCALE: 1/16" = 1' - 0"

SHEET NUMBER: C203



FRESNO YOSEMITE INTERNATIONAL AIRPORT

CONCESSION SPACE MAP

CENTRAL DISTRIBUTION AREA / CONCESSION STORAGE

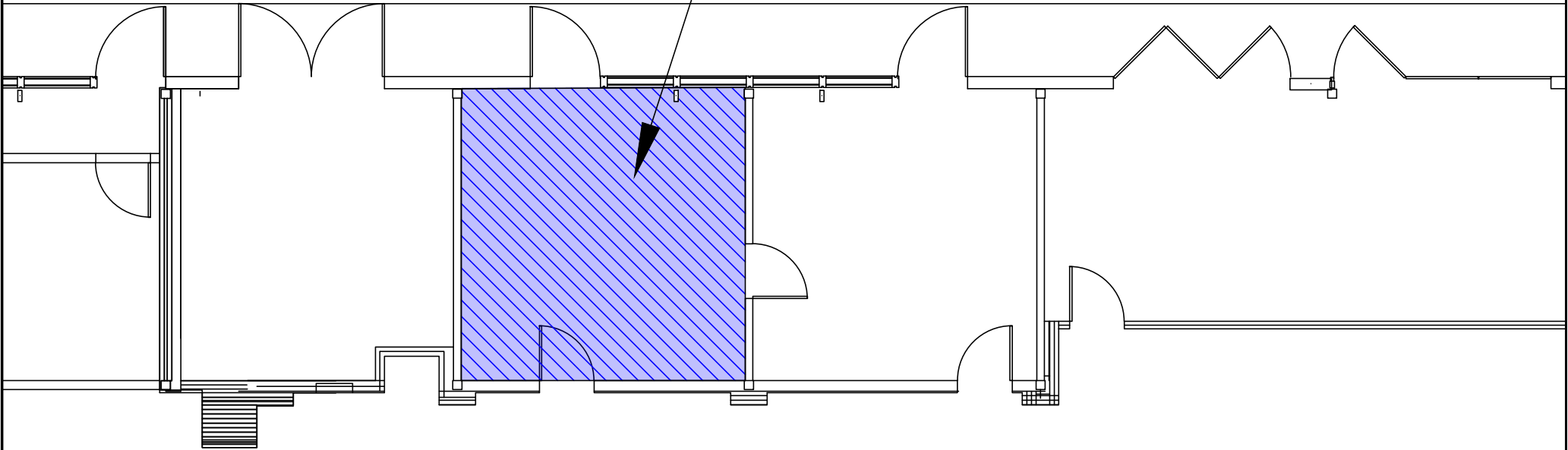


FRESNO YOSEMITE INTERNATIONAL AIRPORT

CONCESSION SPACE MAP

CONCESSION STORAGE (1ST FLOOR POD)

C122
250 SFT



FRESNO YOSEMITE INTERNATIONAL AIRPORT

ROOM C122

LOCATION MAP

EXHIBIT C



Monthly Concessions Report

Tenant Name

Month

, _____
Year

Gross Revenue

Location 1

Location 2

Location 3

Total Gross Receipts

\$

-

Total Amount Due with this Report:

\$

-

Overall for Month

Gross Revenue

News

Gift

Convenience

Report Prepared by:

Date Prepared:

Signature:

EXHIBIT D
Development Schedule

EXHIBIT E

**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
COMMITMENT FORM**

The ACDBE goal for this concession package is ____%

NOTE: *The City will only credit ACDBE participation that is certified by an approved certification entity at the time of proposal submission.*

The undersigned concessionaire/vendor has satisfied the requirements of the proposal specifications in the following manner (Please check (✓) only one box):

- ☐ 100% Self-Performance: The proposer, a certified ACDBE firm and sole concessionaire, is committed to meeting or exceeding the ACDBE goal through 100% self-performance. *(If checked, must submit required ACDBE certificate).*
- ☐ Percentage Participation: The proposer is committed to meeting or exceeding the ACDBE goal, with a minimum of ____% ACDBE participation on this concessions package.
- ☐ The proposer is unable to meet the ACDBE goal and is committed to a minimum of ____% ACDBE participation on this concessions package and submits documentation demonstrating good faith efforts.
- ☐ The proposer is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts.

NOTE: *Based on the response provided above by Proposer, City may require the submission of additional clarifying information upon notification of award or during the evaluation process.*

Name of Proposing Entity: _____

Name of Authorized Representative or Designee: _____

Title: _____

Signature _____

EXHIBIT F

DISCLOSURE OF CONFLICT OF INTEREST

_____ between City of Fresno ("Fresno")
 _____ ("_____")

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

Explanation: _____

Signature

Date

(name)

(company)

(address)

☐ Additional page(s) attached.

(city state zip)

EXHIBIT G
Product and Price List

EXHIBIT H



FRESNO YOSEMITE
International Airport

New & Renewal Badge Checklist

Badge Forms:

_____ Identification Badge Application (Reviewed and signed by Signor)

_____ Driver's Training Questionnaire (If you will be driving on Airport property)

Two Forms of ID:

_____ Driver's License or ID (Must be a current California ID)

and one of the following:

_____ Social Security Card

_____ US Passport or;

_____ Birth Certificate

_____ PIV/CAC/Chipped Card (Must be badging for issuing Government Agency)

If born out of the US, one of the forms of ID must be:

_____ Naturalization paper

_____ Permanent Resident card or;

_____ US Passport

Badging Office Hours:

Renewing Badges and Fingerprinting: Monday, Wednesday, or Friday at 8:00am, 10:00am, or 1:00pm.

New Badge Classes: Tuesdays or Thursdays at 9:30am or 1:00pm.

Please call to schedule. Walk-ins will not be accepted.

Note: If an ID is expiring within 30 days of being presented to the badging office it must also be accompanied by paperwork and/or receipts showing that it has been renewed. All forms must be original. Copies will NOT be accepted.

Social Security Cards that are laminated will NOT be accepted.

FRESNO YOSEMITE INTERNATIONAL AIRPORT

IDENTIFICATION BADGE APPLICATION

CM# _____

BOTH SIDES MUST BE COMPLETED PRIOR TO APPOINTMENT

Page 1

EMPLOYEE

EMPLOYEE: THIS SIDE OF THE APPLICATION MUST BE FULLY COMPLETED BY YOU *BEFORE* THE AUTHORIZED REPRESENTATIVE SIGNS OFF ON THE EMPLOYER'S SIDE OF THE APPLICATION

***Full Name**

(Please Print) First Middle Last

***Residence Address (No P.O. Box)**

Street Apt. # City State Zip

*Phone # Cell # *Email:

*DOB MM DD YYYY *Hair *Eye *Height *Weight *Gender M F

*Country or State of Birth *Citizenship Passport Country Passport #

*DL State Issued *DL # *DL Expiration *SSN

Alias Name (1)

Alias DOB

(Please Print) First Middle Last

Alias Name (2)

(Please Print) First Middle Last

Alien Reg # Immigrant Visa # I-94 # DS-1350

*Company Name *Job Description/Title

*Direct Supervisor's Name

*Supervisor's Title *Supervisor's Business Phone #

*Give a brief but detailed statement of specific duties justifying your need for access into Airport secured areas

*Previous Badge at FYI? Yes No Badge # Return Date

Previous Badge ☐ Renewal ☐ Lost/Stolen ☐ Revoked (Reason) ☐ Returned

Company Previous Badge Issued Under

The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both. (Section 1001 of Title 18 of the United States Code)

*Signature: *Date

PLEASE DO NOT WRITE BELOW THIS LINE (RESERVED FOR OFFICIAL USE ONLY)

Issued: Badge SIDA LEO STERILE CARGO

Expires Color AOA PUBLIC Tenant/Vendor/Student

Pin # Fee: \$ APS Official

Date SIDA Trained: Driver: Yes No Escort: Yes No Movement: Yes No

Badge #'s

Last Name

First Initial

***Required information**

FRESNO YOSEMITE INTERNATIONAL AIRPORT

IDENTIFICATION BADGE APPLICATION BOTH SIDES MUST BE COMPLETED PRIOR TO APPOINTMENT

Page 2

EMPLOYER'S CERTIFICATION

The Transportation Security Administration (TSA) in accordance with 49 CFR Part 1540 series requires that the employer of an airport security identification badge applicant certify that a CHRC will be completed, and this person does not have convictions for any of the listed disqualifying crimes.

In compliance with the requirement stated above, the Employer's Authorized Representative, whose identity, affiliation and signature appear below, hereby attest that the Employee/Applicant identified in Page 1 of the Application form (CHECK BOX BELOW):

- * ☐ Was hired by this Employer on _____; and that the CHRC requirements listed above have been fully met.
- * ☐ I hereby request driving privileges for this employee. I attached the "Driver's Training Questionnaire" to this application.
- * ☐ I hereby request SIDA/AOA escort privileges for this employee.

***Required information**

*Employer's Business Name/ Project Contracting Company

*Street Address

*City

*State

*Zip

Mailing Address (if different than Street Address)

*Phone #

FAX #

*Email Address

Authorized Signature

*Full Name (Print) First

*Middle

*Last

*Title or Position

*Signature

*Date

I UNDERSTAND THAT A \$25.00 FEE WILL BE CHARGED TO MY COMPANY FOR BADGES THAT ARE NOT RETURNED TO:

FRESNO YOSEMITE INTERNATIONAL AIRPORT
PUBLIC SAFETY OFFICE
4995 E CLINTON WAY
FRESNO, CA 93727
559-621-6650



FRESNO YOSEMITE
International Airport



DRIVER'S TRAINING QUESTIONNAIRE

(FORM REQUIRED FOR ALL DRIVERS)

All Airport Security Identification Badge holders who are required to operate vehicles on the Airport must obtain a driver designation ("D" designation on the badge) by completing the Air Operations Area (AOA) Driver's Training Program with successful testing.

FAA (FAR Part 139.329) requires that all designated drivers with access to the Aircraft Movement Area (taxiways, runways and their safety areas) will complete a supplementary Movement Area Driver's Training Program ("M" designation on the badge) prior to the initial performance of such duties and at least once every 12 consecutive calendar months. Failure to complete the recurrent training within the required time period will result in an immediate badge suspension. Pedestrian and vehicle operations are forbidden in the Aircraft Movement Area unless the individual has an authorized purpose and has completed the Aircraft Movement Area Driver's Training Program within the last 12 months.

Company/Agency: _____

Employee's Name: _____

Please select one from the options below:

- ☐ Employee (driver) does not require access to the Aircraft Movement Area
(Employee will complete "AOA" Driver's Training Program and receive "D" designation on the airport badge)
- ☐ Employee (driver) requires access to the Aircraft Movement Area
(Employee will complete both "AOA" and "Aircraft Movement Area" Driver's Training Programs and receive "D" and "M" designations on the airport badge)

If the employee requires access to the Aircraft Movement Area, please provide the reason:

- | | |
|--|--|
| <input type="checkbox"/> Involved in Aircraft Pushback from Terminal | <input type="checkbox"/> FAA or NWS Employee with Movement Area Duties |
| <input type="checkbox"/> Involved in Aircraft Towing on Taxiways | <input type="checkbox"/> City of Fresno Airport Dept. Employee with Movement Area Duties |
| <input type="checkbox"/> Involved in Disabled Aircraft Recovery | <input type="checkbox"/> Military Employee with Movement Area Duties |
| <input type="checkbox"/> Construction Company Contractor Requiring Unescorted Access | <input type="checkbox"/> Other (explain below) |

Other: _____

Authorized
Signer's Name: _____

Title: _____

Signature: _____

Date: _____



DISQUALIFYING CRIMES

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations;
2. Interference with air navigation;
3. Improper transportation of a hazardous material;
4. Aircraft piracy;
5. Interference with flight crew members or flight attendants;
6. Commission of certain crimes aboard an aircraft in flight;
7. Carrying a weapon or explosive aboard aircraft;
8. Conveying false information and threats;
9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
10. Lighting violation involving transporting controlled substances;
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
12. Destruction of an aircraft or aircraft facility;
13. Murder;
14. Assault with intent to murder;
15. Espionage;
16. Sedition; (Resistance or rebellion against the government in power.)
17. Kidnapping or hostage taking;
18. Treason;
19. Rape or aggravated sexual abuse;
20. Unlawful possession, use, sale, or distribution, or manufacture of an explosive or weapon;
21. Extortion;
22. Armed robbery; or felony unarmed robbery;
23. Distribution of, or intent to distribute, a controlled substance;
24. Felony arson;
25. A Felony involving a threat;
26. A Felony involving –
 1. Willful destruction of property;
 2. Importation or manufacture of a controlled substance;
 3. Burglary;
 4. Theft;
 5. Dishonesty, fraud, or misrepresentation;
 6. Possession or distribution of stolen property;
 7. Aggravated assault;
 8. Bribery; or
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year, or any other crime classified as a felony that the Administrator determines indicates a propensity for placing contraband aboard an aircraft in return for money; or;
27. Violence at international airports;
28. Conspiracy or attempt to commit any of the acts referred to in clauses (1) through (28).

I hereby acknowledge that I have not been convicted of any disqualifying criminal offenses, or been found not guilty by reason of insanity. Federal regulations under 49 CFR 1542.209 impose a continuing obligation to disclose to the airport operator within 24 hours if convicted of any of the above listed crimes while still having unescorted access.

The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)”

Signature: _____

Date: _____

Print Name: _____



**AIRPORT PUBLIC SAFETY SUPPLEMENTAL
QUESTIONNAIRE**

- | | |
|---|---------------|
| 1. Have you actually committed any of the previously listed disqualifying crimes even though you may not have been arrested or convicted? | YES/NO |
| 2. Have you committed a theft, or crime of dishonesty, within the past 5 years? | YES/NO |
| 3. Are you a registered sex offender, or have you committed a sex offense? | YES/NO |
| 4. Do you have outstanding warrants for your arrest? | YES/NO |
| 5. Are you currently violating a court order? | YES/NO |
| 6. Have you committed a drug violation within the last 5 years? | YES/NO |
| 7. Have you committed a violent crime within the last 10 years? | YES/NO |
| 8. Do you have a history of mental instability? | YES/NO |
| 9. Have you committed airport security violations? | YES/NO |
| 10. Have you engaged in behavior that was not supportive of airport security? | YES/NO |

A yes answer to any of the above questions may not disqualify you from maintaining or receiving an FYI Identification Badge. If you answered yes to any of the above questions, please give details below. Use a separate sheet of paper if necessary.

FAILURE TO DISCLOSE ANY DISQUALIFYING OFFENSES OR CRIMES IS GROUNDS FOR IMMEDIATE AND PERMANENT DENIAL OF AIRPORT PRIVILEGES. YOU WILL BE GIVEN AN OPPORTUNITY TO DISCUSS THE CIRCUMSTANCES OF INCIDENTS, AND EXCEPTIONS ARE POSSIBLE. HOWEVER, FAILURE TO FULLY DISCLOSE PRIOR ARRESTS AND CONVICTIONS IS CONSIDERED UNTRUTHFUL CONDUCT. INITIAL _____

CERTIFICATE OF APPLICANT (read carefully before signing): I hereby certify that all statements made on this questionnaire are true and complete to the best of my knowledge. I understand that any misstatements or omissions can be grounds for revocation or denial of an FYI Identification Badge. I further understand that I am required to report any subsequent violations to Airport Public Safety immediately and that I may be subject to background inquiries at any time.

Signature: _____ **Date:** _____

Print Name: _____

Acceptable Documents

All documents must be original and not expired

LIST A

Documents that Establish both Identity and Employment Authorization

- 1 U.S. Passport or U.S. Passport Card.



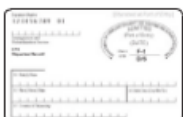
- 2 Permanent Resident Card or Alien Registration Receipt Card (Form I-551) or a foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa.



- 3 Employment Authorization Document that contains a photograph (Form I-766).



- 4 In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitation identified on the form.



*Regardless if the identification in LIST A establishes identity and employment authorization, applicants are required to present a second piece of identification from this form.

LIST B

Documents that Establish Identity

- 1 Driver license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.



- 2 ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.



LIST C

Documents that Establish Employment Authorization

- 1 Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States.



- 2 Certification of Birth Abroad issued by the Department of State (Form DS-1350).



- 3 Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal.



- 4 Certificate of Naturalization.



Acceptable Documents

All documents must be original and not expired

U.S. Born Citizen

Combination of Identification	LIST A	LIST B		LIST C	
	U.S. Passport	Driver License	Fed/State ID	Social Security Card	Birth Certificate
1	✓	✓			
2	✓		✓		
3	✓			✓	
4	✓				✓
5		✓		✓	
6		✓			✓
7			✓	✓	
8			✓		✓

U.S. Citizen Born Abroad

Combination of Identification	LIST A	LIST B		LIST C		
	U.S. Passport	Driver License	Fed/State ID	Social Security Card	Certificate of Birth Abroad	Naturalization Certificate
1	✓	✓				
2	✓		✓			
3	✓			✓		
4	✓					✓
5		✓			✓	
6		✓				✓
7			✓		✓	
8			✓			✓

Foreign Citizen

Combination of Identification	LIST A			LIST B		LIST C
	Permanent Resident Card	Employment Authorization	Visa + I-94+ Valid Foreign Passport	Driver License	Fed/State ID	Social Security Card
1	✓			✓		
2	✓				✓	
3	✓					✓
4		✓		✓		
5		✓			✓	
6		✓				✓
7			✓	✓		
8			✓		✓	
9			✓			✓

EXHIBIT I

EXAMPLE OF SEVERE DECLINE IN ENPLANEMENTS FOR THREE MONTHS CALCULATION

The following calculation scenario is intended to provide an example of the mechanics of the Severe Decline in Enplanements for Three Months provision. The enplanement figures used in the calculation are not intended to be representations of actual or projected enplanement levels in the past, present or future.

Assumptions used in Example:

- Current Year – 2023
- Previous Year - 2022

The following table shows the monthly enplanements for the Previous Year (2022) above monthly enplanements for the Current Year (2023):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Previous Year	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>
Epax (000)	70	70	85	100	110	120	110	100	80	70	80	90
	Jan	Feb	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Dec
Current Year	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>
Epax (000)	80	80	60	70	70	70	90	60	70	60	70	90
% of Previous Month's Epax	114.3%	114.3%	70.6%	70.0%	63.6%	58.3%	81.8%	60.0%	87.5%	85.7%	87.5%	100.0%

Per the enplanements shown in this table, there occurs a Severe Decline in Enplanements for Three Months with respect to the months March 2023 – May 2023, and the Space Rent shall be suspended effective June 1, 2023. Enplanement Stabilization for Three Months occurs with respect to the months September 2023 – November 2023, and the Space Rent shall be reinstated effective December 1, 2023.

EXHIBIT J



NOTICE OF ANNUAL RENTAL ADJUSTMENT
(Based on USDLBLS Consumer Price Index
for All Urban Consumers - All Items)

June 8, 2023 11:23 AM

RE: NEWS & CONVENIENCE CONCESSIONS
AGREEMENT
HUDSON GROUP

The rental adjustment calculation shown to the right
was completed in keeping with the intent of the lease
for support space in the News & Convenience
Concessions at Fresno Yosemite International Airport,

between

THE CITY OF FRESNO, CALIFORNIA

AND

HUDSON GROUP dba
HG FRESNO CONCESSIONAIRES JV

EFFECTIVE: July 1, 2024

**** MONTHLY RENTAL WILL BE: \$3,078.25**

If you have any questions concerning this matter,
please contact the undersigned at (559) 621-4500.

Best,

Airports Properties Division
City of Fresno - Airports Department

FRESNO YOSEMITE INTERNATIONAL AIRPORT
NEWS & CONVENIENCE CONCESSIONS
SUPPORT SPACE

DATE: June 8, 2023 11:23 AM

=====

ANNUAL RENTAL ADJUSTMENT COMPUTATION
FOR LEASE YEAR COMMENCING:
July 1, 2024

=====

USDLBLS CPI - JAN-DEC.,	2021	265.510 *
USDLBLS CPI - JAN-DEC.,	2022	287.984 *
AMOUNT OF CPI CHANGE	.....	22.5
PERCENTAGE CPI CHANGE	.....	8.4645%
SQUARE FOOTAGE	.....	1,759.00
CURRENT MONTHLY RENTAL		\$2,931.67
CURRENT RENT P/SQ FT/YR	.....	20.0000
AMOUNT OF ADJUSTMENT	.....	1.00000
NEW MONTHLY RENTAL		21.0000

NOTE: 5% MAXIMUM APPLIES

AMOUNT OF ADJUSTMENT	\$146.58
----------------------	-------	----------

NEW MONTHLY RENTAL		\$3,078.25
EFFECTIVE:	July 1, 2024	\$36,939.00

Prepared by:

CITY OF FRESNO
AIRPORTS DEPARTMENT
PROPERTIES DIVISION
4995 EAST CLINTON WAY
FRESNO, CA 93727-1504

TELEPHONE: (559) 621-4500
FACSIMILE: (559) 251-4825

NOTES:

* PER USDL/BLS

**Actual monthly amount billed may be
different than shown on this spreadsheet
due to rounding.



NOTICE OF ANNUAL RENTAL ADJUSTMENT
(Based on USDLBLS Consumer Price Index
for All Urban Consumers - All Items)

June 8, 2023 11:23 AM

RE: NEWS & CONVENIENCE CONCESSIONS
AGREEMENT
HUDSON GROUP

The rental adjustment calculation shown to the right
was completed in keeping with the intent of the lease
for concession space in the News & Convenience
Concessions at Fresno Yosemite International Airport,

between

THE CITY OF FRESNO, CALIFORNIA

AND
HUDSON GROUP dba
HG FRESNO CONCESSIONAIRES JV

EFFECTIVE: July 1, 2024

**** MONTHLY RENTAL WILL BE: \$11,910.50**

If you have any questions concerning this matter,
please contact the undersigned at (559) 621-4500.

Best,

Airports Properties Division
City of Fresno - Airports Department

FRESNO YOSEMITE INTERNATIONAL AIRPORT
NEWS & CONVENIENCE CONCESSIONS
CONCESSION SPACE

DATE: June 8, 2023 11:23 AM

=====

ANNUAL RENTAL ADJUSTMENT COMPUTATION
FOR LEASE YEAR COMMENCING:
July 1, 2024

=====

USDLBLS CPI - JAN-DEC.,	2021	265.510 *
USDLBLS CPI - JAN-DEC.,	2022	287.984 *
AMOUNT OF CPI CHANGE	.....	22.5
PERCENTAGE CPI CHANGE	.....	8.4645%
SQUARE FOOTAGE	.....	3,403.00
CURRENT MONTHLY RENTAL		\$11,343.33
CURRENT RENT P/SQ FT/YR	.....	40.0000
AMOUNT OF ADJUSTMENT	.....	2.00000
NEW MONTHLY RENTAL		42.0000
NOTE: 5% MAXIMUM APPLIES		
AMOUNT OF ADJUSTMENT	.....	\$567.17

NEW MONTHLY RENTAL	\$11,910.50
EFFECTIVE: July 1, 2024	\$142,926.00

=====

Prepared by:

CITY OF FRESNO
AIRPORTS DEPARTMENT
PROPERTIES DIVISION
4995 EAST CLINTON WAY
FRESNO, CA 93727-1504

TELEPHONE: (559) 621-4500
FACSIMILE: (559) 251-4825

NOTES:

* PER USDL/BLS

**Actual monthly amount billed may be
different than shown on this spreadsheet
due to rounding.

EXHIBIT K
Initial Capital Investment

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson + Brookstone
C-135
1,008
\$820

EPAX Forecast	1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
---------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$1,426,133	\$1,477,430	\$1,545,916	\$1,622,250	\$1,707,940	\$1,788,669	\$1,871,664	\$1,966,370	\$2,065,869	\$2,170,402	\$2,280,224	\$2,395,603	\$2,516,821	\$2,644,172	\$2,777,967	\$30,257,428
Operating Expenses																	
Cost of Goods	35.8%	\$509,989	\$528,334	\$552,824	\$580,121	\$610,764	\$639,633	\$669,313	\$703,180	\$738,761	\$776,142	\$815,415	\$856,675	\$900,023	\$945,564	\$993,409	\$10,820,149
Labor	22.5%	\$320,456	\$331,983	\$347,372	\$364,524	\$383,779	\$401,919	\$420,568	\$441,849	\$464,206	\$487,695	\$512,373	\$538,299	\$565,537	\$594,153	\$624,217	\$6,798,927
Space Rent	\$40.00	\$40,320	\$42,336	\$44,453	\$46,675	\$49,009	\$51,460	\$54,033	\$56,734	\$59,571	\$62,550	\$65,677	\$68,961	\$72,409	\$76,029	\$79,831	\$870,048
Percentage Rent	10.0%	\$102,293	\$105,407	\$110,139	\$115,550	\$121,785	\$127,407	\$133,134	\$139,903	\$147,016	\$154,491	\$162,345	\$170,599	\$179,273	\$188,388	\$197,966	\$2,155,695
Other Direct Expenses	6.5%	\$93,274	\$96,629	\$101,108	\$106,101	\$111,705	\$116,985	\$122,413	\$128,607	\$135,115	\$141,952	\$149,134	\$156,681	\$164,609	\$172,938	\$181,688	\$1,978,939
G&A	5.8%	\$82,716	\$85,691	\$89,663	\$94,090	\$99,061	\$103,743	\$108,557	\$114,049	\$119,820	\$125,883	\$132,253	\$138,945	\$145,976	\$153,362	\$161,122	\$1,754,931
Royalties	2.5%	\$35,653	\$36,936	\$38,648	\$40,556	\$42,698	\$44,717	\$46,792	\$49,159	\$51,647	\$54,260	\$57,006	\$59,890	\$62,921	\$66,104	\$69,449	\$756,436
Utilities	0.5%	\$7,352	\$7,616	\$7,969	\$8,363	\$8,804	\$9,221	\$9,648	\$10,137	\$10,650	\$11,188	\$11,755	\$12,349	\$12,974	\$13,631	\$14,320	\$155,977
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$7,730	\$8,111	\$8,540	\$8,943	\$9,358	\$9,832	\$10,329	\$10,852	\$11,401	\$11,978	\$12,584	\$13,221	\$122,879
Total Operating Expenses	84.0%	\$1,192,053	\$1,234,931	\$1,292,176	\$1,363,710	\$1,435,717	\$1,503,624	\$1,573,400	\$1,652,977	\$1,736,617	\$1,824,490	\$1,916,810	\$2,013,800	\$2,115,698	\$2,222,753	\$2,335,224	\$25,413,980
EBITDA	16.0%	\$234,079	\$242,499	\$253,740	\$258,540	\$272,223	\$285,045	\$298,264	\$313,393	\$329,251	\$345,911	\$363,414	\$381,803	\$401,122	\$421,419	\$442,743	\$4,843,447
Amortization/Depreciation	2.7%	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$55,076	-\$826,135
Interest & Taxes (24%)	24.0%	-\$56,179	-\$58,200	-\$60,898	-\$62,050	-\$65,333	-\$68,411	-\$71,583	-\$75,214	-\$79,020	-\$83,019	-\$87,219	-\$91,633	-\$96,269	-\$101,141	-\$106,258	-\$1,162,427
NET PROFIT	9.4%	\$122,825	\$129,224	\$137,767	\$141,414	\$151,814	\$161,558	\$171,605	\$183,103	\$195,155	\$207,817	\$221,119	\$235,095	\$249,777	\$265,203	\$281,409	\$2,854,885

Sales assumptions
- Based on existing Hudson News airside performance, company internal benchmarks for the Brookstone concept
- Resulting SPE (spend per enplanement) applied to the provided PAX forecast
NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson Local
C-203-R
1,100
\$888

EPAX Forecast

1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
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Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$3,071,548	\$3,182,030	\$3,329,532	\$3,493,936	\$3,678,492	\$3,852,362	\$4,031,115	\$4,235,089	\$4,449,385	\$4,674,523	\$4,911,054	\$5,159,554	\$5,420,627	\$5,694,911	\$5,983,073	\$65,167,229
Operating Expenses																	
Cost of Goods	36.1%	\$1,110,246	\$1,150,181	\$1,203,497	\$1,262,923	\$1,329,633	\$1,392,480	\$1,457,092	\$1,530,821	\$1,608,280	\$1,689,659	\$1,775,156	\$1,864,979	\$1,959,347	\$2,058,490	\$2,162,650	\$23,555,434
Labor	23.3%	\$716,324	\$742,090	\$776,489	\$814,830	\$857,871	\$898,420	\$940,107	\$987,677	\$1,037,653	\$1,090,158	\$1,145,320	\$1,203,274	\$1,264,159	\$1,328,126	\$1,395,329	\$15,197,828
Space Rent	\$40.00	\$44,000	\$46,200	\$48,510	\$50,936	\$53,482	\$56,156	\$58,964	\$61,912	\$65,008	\$68,258	\$71,671	\$75,255	\$79,018	\$82,969	\$87,117	\$949,457
Percentage Rent	10.0%	\$263,155	\$272,003	\$284,443	\$298,458	\$314,367	\$329,080	\$344,147	\$361,596	\$379,930	\$399,194	\$419,434	\$440,700	\$463,045	\$486,523	\$511,190	\$5,567,266
Other Direct Expenses	6.5%	\$200,890	\$208,116	\$217,763	\$228,515	\$240,586	\$251,958	\$263,649	\$276,989	\$291,005	\$305,730	\$321,200	\$337,452	\$354,527	\$372,467	\$391,313	\$4,262,159
G&A	5.8%	\$178,150	\$184,558	\$193,113	\$202,648	\$213,353	\$223,437	\$233,805	\$245,635	\$258,064	\$271,122	\$284,841	\$299,254	\$314,396	\$330,305	\$347,018	\$3,779,699
Royalties	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	0.5%	\$15,834	\$16,403	\$17,164	\$18,011	\$18,963	\$19,859	\$20,780	\$21,832	\$22,937	\$24,097	\$25,316	\$26,597	\$27,943	\$29,357	\$30,843	\$335,937
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$16,648	\$17,470	\$18,392	\$19,262	\$20,156	\$21,175	\$22,247	\$23,373	\$24,555	\$25,798	\$27,103	\$28,475	\$264,653
Total Operating Expenses	82.7%	\$2,528,598	\$2,619,550	\$2,740,979	\$2,892,969	\$3,045,724	\$3,189,782	\$3,337,806	\$3,506,618	\$3,684,053	\$3,870,466	\$4,066,312	\$4,272,067	\$4,488,234	\$4,715,339	\$4,953,935	\$53,912,432
EBITDA	17.3%	\$542,950	\$562,480	\$588,553	\$600,967	\$632,768	\$662,580	\$693,308	\$728,471	\$765,331	\$804,057	\$844,742	\$887,486	\$932,393	\$979,572	\$1,029,138	\$11,254,797
Amortization/Depreciation	1.5%	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$65,105	-\$976,568
Interest & Taxes (24%)	24.0%	-\$130,308	-\$134,995	-\$141,253	-\$144,232	-\$151,864	-\$159,019	-\$166,394	-\$174,833	-\$183,679	-\$192,974	-\$202,738	-\$212,997	-\$223,774	-\$235,097	-\$246,993	-\$2,701,151
NET PROFIT	11.6%	\$347,537	\$362,380	\$382,196	\$391,630	\$415,799	\$438,456	\$461,810	\$488,533	\$516,547	\$545,979	\$576,900	\$609,385	\$643,514	\$679,370	\$717,041	\$7,577,078

Sales assumptions

- Based on existing Hudson News airside performance, company internal benchmarks
- Resulting SPE (spend per enplanement) applied to the provided PAX forecast

NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)

Fresno International Airport

Permitted Use
Location
Square Footage
CapEx per Square Foot

Hudson + Café
T-105
1,245
\$806

EPAX Forecast

1,180,884	1,199,373	1,230,362	1,265,798	1,306,529	1,341,456	1,376,177	1,417,462	1,459,986	1,503,786	1,548,899	1,595,366	1,643,227	1,692,524	1,743,300
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Pro Forma	INPUTS	Year 1 (2024)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
Gross Sales		\$1,346,278	\$1,394,704	\$1,459,355	\$1,531,414	\$1,612,306	\$1,688,514	\$1,766,863	\$1,856,266	\$1,950,193	\$2,048,873	\$2,152,546	\$2,261,465	\$2,375,895	\$2,496,115	\$2,622,418	\$28,563,203
Operating Expenses																	
Cost of Goods	33.1%	\$445,586	\$461,614	\$483,012	\$506,862	\$533,635	\$558,858	\$584,790	\$614,380	\$645,468	\$678,128	\$712,442	\$748,491	\$786,365	\$826,155	\$867,958	\$9,453,742
Labor	28.6%	\$384,852	\$398,695	\$417,177	\$437,776	\$460,900	\$482,685	\$505,082	\$530,639	\$557,490	\$585,699	\$615,335	\$646,471	\$679,182	\$713,549	\$749,655	\$8,165,188
Space Rent	\$40.00	\$49,800	\$52,290	\$54,905	\$57,650	\$60,532	\$63,559	\$66,737	\$70,074	\$73,577	\$77,256	\$81,119	\$85,175	\$89,434	\$93,905	\$98,601	\$1,074,612
Percentage Rent	10.0%	\$84,828	\$87,180	\$91,031	\$95,492	\$100,698	\$105,293	\$109,950	\$115,553	\$121,442	\$127,631	\$134,136	\$140,972	\$148,156	\$155,706	\$163,641	\$1,781,708
Other Direct Expenses	6.8%	\$91,051	\$94,326	\$98,699	\$103,572	\$109,043	\$114,197	\$119,496	\$125,543	\$131,895	\$138,569	\$145,580	\$152,947	\$160,686	\$168,817	\$177,359	\$1,931,780
G&A	5.8%	\$78,084	\$80,893	\$84,643	\$88,822	\$93,514	\$97,934	\$102,478	\$107,663	\$113,111	\$118,835	\$124,848	\$131,165	\$137,802	\$144,775	\$152,100	\$1,656,666
Royalties	4.2%	\$56,530	\$58,563	\$61,278	\$64,303	\$67,700	\$70,900	\$74,190	\$77,944	\$81,888	\$86,031	\$90,385	\$94,958	\$99,763	\$104,811	\$110,114	\$1,199,358
Utilities	0.5%	\$6,940	\$7,190	\$7,523	\$7,894	\$8,311	\$8,704	\$9,108	\$9,569	\$10,053	\$10,562	\$11,096	\$11,658	\$12,248	\$12,867	\$13,519	\$147,243
Marketing	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Refurbishment	0.0%	\$0	\$0	\$0	\$7,297	\$7,657	\$8,062	\$8,443	\$8,834	\$9,281	\$9,751	\$10,244	\$10,763	\$11,307	\$11,879	\$12,481	\$115,999
Total Operating Expenses	89.4%	\$1,197,672	\$1,240,751	\$1,298,266	\$1,369,668	\$1,441,991	\$1,510,192	\$1,580,273	\$1,660,199	\$1,744,205	\$1,832,462	\$1,925,185	\$2,022,599	\$2,124,942	\$2,232,465	\$2,345,427	\$25,526,296
EBITDA	10.6%	\$148,607	\$153,952	\$161,089	\$161,746	\$170,315	\$178,323	\$186,590	\$196,067	\$205,988	\$216,411	\$227,361	\$238,866	\$250,952	\$263,650	\$276,991	\$3,036,907
Amortization/Depreciation	3.5%	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$66,903	-\$1,003,541
Interest & Taxes (24%)	24.0%	-\$35,666	-\$36,949	-\$38,661	-\$38,819	-\$40,876	-\$42,797	-\$44,782	-\$47,056	-\$49,437	-\$51,939	-\$54,567	-\$57,328	-\$60,229	-\$63,276	-\$66,478	-\$728,858
NET PROFIT	4.6%	\$46,039	\$50,101	\$55,525	\$56,024	\$62,537	\$68,622	\$74,906	\$82,108	\$89,648	\$97,569	\$105,892	\$114,635	\$123,821	\$133,472	\$143,611	\$1,304,509

Sales assumptions

- Based on existing Hudson News landside performance, estimation for coffee service capacity and an synergy sales uplift for the hybrid Retail + F&B location
 - Resulting SPE (spend per enplanement) applied to the provided PAX forecast
- NB: Depreciation formula corrected to 1/15th of CAPEX per year (was 1/12th in the template)

FORM 13: ANTICIPATED MINIMUM CAPITAL INVESTMENT PROPOSAL (Continued)
FOOD & BEVERAGE CONCESSIONS AND NEWS & GIFT CONCESSIONS AT FRESNO
YOSEMITE INTERNATIONAL AIRPORT TERMINAL FOR CITY OF FRESNO,
AIRPORTS DEPARTMENT

REQUEST FOR PROPOSALS NO. 12300507

SCHEDULE 2: PROPOSAL SHEET FOR INITIAL CAPITAL INVESTMENT PER NEWS & GIFT CONCESSION UNIT

SCHEDULE NO. 2 – FAT: Initial Capital Investment (Dollar Amount) per News & Gift Concession Unit. (Be Advised, there is also a Mid-Term Refurbishment Requirement for Each News & Gift Concession Unit. The Refurbishment Requirement (not less than ½ of 1% of each Unit's Total Gross Sales) will begin at the start of Year 4 (2026) for those Units located in the Terminal Building and Concourse A and at the start of Year 5 (2027) for those Units located in Concourse B, and continue through each subsequent year, including Option Years.)

Concession (Concourse, Space #, Sq.Ft.)*	Location	Merchandising Plan	Minimum Opening Year	Initial Investment Amount)	Capital (Dollar
Terminal (Pre-Security); Space (1,245sq.ft.)	T-105	Combination News & Convenience and National Branded Coffee	2023	\$ 1,003,541	
Concourse A; Space C-135 (1,008sq.ft.)		News & Convenience	2023	\$ 826,135	
Concourse A; Space POD (1,470sq.ft.) N&C ONLY		News & Convenience	2023	\$ 976,568	
Total Initial Capital Investment (Dollar Amount) For All News & Convenience Units				\$ 2,806,244	

FAT Total Schedule No. 2 is \$ two million eighth hundred and six thousand two hundred forty four **dollars and**
-- **cents.**

The Proposer shall submit proposals on Schedule 1 or Schedule 2, or may bid on both schedules.

The City reserves the right to award a contract for the Schedule 1 or 2 or both, as listed in the order shown in the bid proposal, subject to available funds at the time of award, whichever the City deems to be in its own best interest.

Completion of Bid Proposal Form to be Eligible for Award. Proposers must bid all items within the schedules. The Proposer is non-responsive and ineligible for award in the event Proposer fails to initial this paragraph on the line provided and completely fill in the Proposal Form including, without limitation, all dollar amounts, and information called for on this Proposal Form. By Proposer's initials to the right hereof, Proposer represents he/she has read and understands the consequences of not completely filling in this Proposal Form.


Initial

The City reserves the right to reject any and all proposals.

FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL

FOOD & BEVERAGE CONCESSIONS AND NEWS & CONVENIENCE CONCESSIONS	PROPOSED CAPITAL INVESTMENT SOURCE(S) OF FUNDS
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HG Fresno Concessionaires JV, a Joint Venture ("JV") between Hudson (HG) Retail, LLC with 87% ownership and Martinez-Niebla, LLC with 13% ownership will invest approximately \$2.8 million. \$100,000 of that investment will be funded from internal cash flows from the JV partners, proportional to ownership percentage. The remaining portion of the capital investment will be financed by the JV. If 3rd party financing is unavailable for whatever reason, Hudson shall act as lender of last resort

EXHIBIT L



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.