

NOTICE TO PROPOSERS (“NP”)
REQUEST FOR PROPOSALS (“RFP”)
WI-FI SYSTEM CONCESSION
AT
HONOLULU INTERNATIONAL AIRPORT, KAHULUI AIRPORT,
KONA INTERNATIONAL AIRPORT AT KEAHOLE, LIHU‘E AIRPORT,
AND HILO INTERNATIONAL AIRPORT

The State of Hawai‘i, Department of Transportation, Airports Division (“DOTA” or “STATE”) is seeking proposals from experienced entities interested in operating a Wi-Fi System Concession at DOTA-operated airports in the State of Hawai‘i (“Wi-Fi Concession”). Interested persons should have experience in operating Wi-Fi concessions at a commercial airport or other large venue.

The airports owned and operated by the DOTA include the following: Honolulu International Airport (HNL), Hilo International Airport (ITO), Kona International Airport at Keahole (KOA), Kahului Airport (OGG), Lihu‘e Airport (LIH), Kapalua-West Maui Airport (JHM), Moloka‘i Airport (MKK), Lana‘i Airport (LNY), Kalaeloa Airport (JRF), Hana Airport (HNM), Waimea-Kohala Airport (MUE), Port Allen Airport (PAK), Kalaupapa Airport (LUP) and Upolu Airport (UPP). The DOT also operates Dillingham Airfield under a lease from the United States of America. Scheduled passenger air service is provided at HNL, OGG, KOA, LIH, ITO, JHM, LNY, MKK, JRF, HNM and MUE.

The five major Hawai‘i airports - HNL, OGG, KOA, LIH, and ITO - will be the focus of the Wi-Fi Concession. In Fiscal Year 2014, the major Hawai‘i airports, HNL, OGG, KOA, LIH, and ITO, handled in total 32,240,317 passengers.

This Wi-Fi Concession is issued pursuant to Chapter 102 of the Hawai‘i Revised Statutes (“HRS”) and Act 141, Session Laws of Hawai‘i 2014. The DOTA is seeking to select a Wi-Fi Concessionaire through a four-step process that in general includes the following.

1. All proposers who are interested in providing the Wi-Fi Concession at HNL, OGG, KOA, LIH, and ITO (“Airports”) shall submit a Proposal Intent Package.
2. After review of the Proposal Intent Packages, the DOTA will select those proposers who submitted a Proposal Intent Package determined to be reasonably likely to be selected for a contract award (“Prospective Proposers”) to submit a Proposal Package for the Airports Wi-Fi Concession Agreement.
3. Following receipt and evaluation of the Proposal Packages from the Prospective Proposers, the DOTA will then enter into direct negotiations with two of the Prospective Proposers, who will then be referred to as “Invited Proposers”. Each Invited Proposer with whom the DOTA negotiates with shall be accorded fair and

equal treatment with respect to any opportunity for discussion and revision of their Proposal Packages.

4. Through direct negotiations, the DOTA shall select the Invited Proposer who submitted the Proposal Package that is determined in the STATE's sole discretion to be the most advantageous to the STATE, including the agreement to abide by the DOTA's terms and conditions, and concession fee ("Successful Proposer).

The Concession RFP documents for the Concession will include (1) this Notice to Proposers, (2) Instructions to Proposers, (3) Proposal Intent Package including the Notice of Intention to Propose, (4) Proposal Package, (5) Concession Agreement, (6) Concession Bond form, and (7) all of the attachments thereto ("Wi-Fi Concession Documents"). The Wi-Fi Concession Documents may be examined or purchased at the State's Airports Division, located at Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i, or downloaded at no cost at: <http://hidot.hawaii.gov/airports/doing-business/concession-notices> (DOTA Website).

The Wi-Fi Concession Documents are subject to revision(s) at any time. Revisions, changes, or amendments to the Wi-Fi Concession Documents will be posted and available for download at the DOTA website.

A pre-proposal conference for the Prospective Proposers described in paragraph 2, above, will be conducted by the State on Tuesday, November 17, 2015, commencing at 9:00 a.m., to familiarize all Prospective Proposers with the nature of the Wi-Fi Concession Documents, including the Concession Agreement, and to preliminarily respond to questions proposers may have. All questions, including those for the pre-proposal conference, must be submitted in writing. However, the STATE will handle a limited number of oral questions at the pre-proposal conference for general information only and with no binding effect on the STATE.

The deadline for submitting all written questions for the pre-proposal conference is 4:30 p.m. Hawaii Standard Time (HST) Friday, November 6, 2015, and the STATE will thereafter provide final written responses to all questions properly submitted by 4:30 p.m. HST on Friday, November 6, 2015.

Persons needing special accommodations at the pre-proposal conference due to disabilities may notify the Department's Airports Division by calling (808) 838-8075, or by writing to the State of Hawai'i, Department of Transportation, Airports Division, c/o Property and Business Development Office, Honolulu International Airport, Inter-Island Terminal, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i 96819-1880, or by facsimile at (808) 838-8753.

All proposers interested in providing the Wi-Fi Concession will be required to fill out and complete a Proposal Intent Package. The Proposal Intent Package includes the following:

(1) Notice of Intent to Propose (Appendix A-Attachment 1); (2) the Qualification Questionnaire (Appendix A, Attachment 2); (3) Tax Clearance Certificates (Appendix A, Attachment 3); and (4) Technical Questionnaire (Appendix A, Attachment 4).

Only parties meeting the minimum qualifications set forth in Section 5 of the Instructions to Proposers should submit a Proposal Intent Package. Meeting the minimum qualifications does not guarantee that any proposer will be invited to submit a Proposal Package.

In order to be considered, the Proposal Intent Package must be submitted in a sealed envelope, by certified mail return receipt requested, by express delivery, or by hand-delivery, and marked "Proposal Intent Package for the Wi-Fi System Concession" to the address below before the deadline of 4:30 p.m., HST on Friday, October 16, 2015.

State of Hawai'i
Department of Transportation
Airports Division
400 Rodgers Boulevard, Suite 700
Honolulu HI 96819-1880
Telephone (808) 838-8604
Attention: Sidney Hayakawa

Any Proposal Intent Package submitted after the deadline will not be accepted.

The questionnaires included as part of the Proposal Intent Package will be considered confidential and will not be made available for inspection by the general public.

Each Proposal Intent Package will be evaluated by an Evaluation Committee made up of senior DOTA officials. The Evaluation Committee shall evaluate the proposers' financial ability, experience and competence to carry out the terms and conditions of any contract that may be awarded. However, when it appears to the STATE that any proposer is not fully qualified or able to fully perform and complete the terms and conditions of the Concession Agreement, the Proposer's Proposal Intent Package shall be rejected, provided that the State shall afford the rejected proposer an opportunity to be heard. If the STATE in its sole discretion is still of the opinion that the proposer is not fully qualified to fully perform and complete the terms and conditions of the Concession Agreement, the STATE may refuse to receive or consider any proposal submitted by such proposer.

Following the evaluation of Proposal Intent Packages, the Evaluation Committee will invite Proposal Packages from proposers that have demonstrated that they possess the requisite competence and experience to fulfill all of the requirements of the Concession Agreement throughout its term ("Prospective Proposers").

No other parties may submit Proposal Packages other than the Prospective Proposers allowed to participate in this process. Meeting the minimum qualifications does not guarantee that a proposer will be invited to submit a proposal.

The Evaluation Committee will then evaluate the Proposal Packages from the Prospective Proposers and determine the two Proposers that are, in the opinion of the Evaluation Committee in its sole discretion, most qualified (“Invited Proposers”). These two Invited Proposers will be invited to negotiate with the State to determine which Invited Proposer is best qualified to operate the Concession and enter into the Concession Agreement.

The State of Hawai‘i reserves the right to reject any or all Proposal Intent Packages or Proposal Packages, and to waive any defects in any Proposal Intent Package or Proposal Packages in the best interest of the STATE.

Ford N. Fuchigami
Director of Transportation

INSTRUCTIONS TO PROPOSERS (“IP”)

Pertaining to the Wi-Fi System Concession
Honolulu International Airport, Kahului Airport, Kona International Airport at Keahole,
Lihū‘e Airport and Hilo International Airport (“Airports”)

1. PURPOSE

Pursuant to Act 141, Session Laws of Hawai‘i 2014, the State of Hawai‘i, Department of Transportation, Airports Division (“STATE” or ”DOTA”) is seeking an experienced entity, firm, partnership, corporation, organization, or individual (“person”) to install and operate a Wi-Fi System at all of the major airports in the State of Hawai‘i Airport System. The major airports include Honolulu International Airport, Kahului Airport, Kona International Airport at Keahole, Lihū‘e Airport and Hilo International Airport (“Airports”).

Responses are invited from all interested and qualified persons capable of providing high quality Wi-Fi services to passengers, visitors, tenants, employees and the general public ~~from~~ at the Airports. A high degree of experience, expertise, competence and management capability will be needed to administer, install, manage, and operate the Wi-Fi Concession.

The Concession will be operated in accordance with the Concession Agreement (Appendix C of the Wi-Fi Concession Documents which may be modified as a result of negotiations). Award of the Concession Agreement will require the successful proposer to execute the Concession Agreement (as finalized by the STATE following negotiations) and comply with and satisfy all the terms and conditions therein, including, without limitation, improving, furnishing and operating the Concession spaces. The Concession will be operated at all of the Airports unless otherwise agreed by the STATE.

2. OBTAINING PROPOSAL MATERIALS

Copies of the Wi-Fi Concession Documents, including the Concession Agreement, describing the term and conditions of the Concession, may be examined and/or obtained from the Administrative Office, Airports Division, Honolulu International Airport, Inter-Island Terminal, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai‘i 96819. The Wi-Fi Concession Documents may be purchased upon tender to the STATE of the nonrefundable sum of \$20.00 in United States currency or certified check. The Wi-Fi Concession Documents may also be downloaded without charge from the DOTA Website at:

<http://hidot.hawaii.gov/airports/doing-business/concession-notice/>

The Wi-Fi Concession Documents are subject to revision at any time prior to the proposal due date for Prospective Proposers. Any revisions, changes, or amendments to the Wi-Fi Concession Documents will be posted and available for download from the DOTA Website address shown above.

The Wi-Fi Concession Documents include the Notice to Proposers, these Instructions to Proposers, the Proposal Intent Package, the Proposal Package, the Concession Agreement, the Concession Bond, and all attachments thereto.

3. SCOPE OF THE CONCESSION

The STATE envisions a public Wi-Fi system available to passengers and visitors that provides free Internet access suitable for web browsing and email application and supported from various revenue sources approved by the STATE including advertising or sponsorship, and a faster service offered on a fee basis capable of supporting such applications as streaming video.

The free Wi-Fi service must be available to all users offering connect speed of 5 megabits per second (Mbps), and with a free connect time of at least 30 minutes. The free service may also be renewable for two additional thirty minute periods by users.

The Concessionaire's cost of providing the free service may be offset by revenue sources including those earned for each separate log-on from the sale of sponsorships, by advertising revenue on the initial screen after log-in, or by requiring the user to watch a video advertisement of no longer than 30 seconds. No pop-up advertising will be allowed unless agreed by STATE in writing. The Concessionaire may offer other services including one or two additional higher-speed service tiers on a paid basis at speeds and rates generally consistent with those charged at other large hub U.S. airports subject to the approval of the STATE. All such services are subject to STATE's written approval.

The Concessionaire may require users to agree to reasonable terms and conditions, but it may not require users to submit personal or other information such as email addresses, phone numbers, nationality, passport numbers or any other information, except for the minimum information required to process payments for faster paid tiers of service.

The Concessionaire may provide service to its roaming partners without advertising, provided that a fee for roaming is charged and payable as a Gross Revenue of the Concession (as defined in the Concession Agreement) at rates to be approved by the STATE.

The STATE is considering allowing the Concessionaire to operate a Distributed Antenna System ("DAS") capable of providing services including improved seamless wireless voice and data service within the terminal buildings with connectivity to wireless carriers and others through roaming agreements. The STATE is seeking and will consider proposals on whether to include DAS within the Concession through the Questionnaire required in the Proposal Intent Package as described in Section 4 of this IP.

4. PROPOSAL INTENT PACKAGE: NOTICE OF INTENTION TO PROPOSE, QUALIFICATIONS QUESTIONNAIRE, TAX CLEARANCE CERTIFICATES AND TECHNICAL QUESTIONNAIRE

Proposers who wish to submit a Proposal Intent Package are required by State of Hawai'i statute to submit a fully completed Proposal Intent Package (Appendix A and all attachments). A proposer's failure to submit its fully completed Proposal Intent Package, by the deadline date and time specified in this IP, shall disqualify the proposer from submitting a Proposal Package. The deadline for submission of the Proposal Intent Package may be modified via written notice from the STATE via the DOTA Website.

Any and all questions or requests for clarification concerning the Wi-Fi Concession Documents should be submitted in writing. In particular, all proposers should review carefully the Concession Agreement. The STATE will respond to all questions in writing via the DOTA Website. If changes or modifications to the Wi-Fi Concession Documents are required, such changes will be made by written Addenda and posted on the DOTA Website

Questions or proposed changes to the form of Concession Agreement must be received prior to the deadline for questions indicated below.

No questions will be accepted after 4:30 pm HST on September 28, 2015, which is approximately two weeks before the deadline for submitting the Proposal Intent Package.

5. MINIMUM QUALIFICATION OF PROPOSERS

The STATE intends to invite proposers that have submitted a Proposal Intent Package determined to be reasonably likely to be selected for a contract award to submit Proposal Packages ("Prospective Proposer"). A Prospective Proposer must, at the time its Proposal Intent Package is submitted, be capable of performing all of the terms and conditions of the Concession Agreement. Before any Prospective Proposer shall be invited to submit a Proposal Package for the Concession, the STATE shall be satisfied that each Prospective Proposer has the financial ability, experience, and competence to satisfactorily perform and complete the terms and conditions of the Concession Agreement.

In order to be invited to submit a Proposal Package, a Proposer must demonstrate through the Proposal Intent Package, that it meets the following minimum qualifications:

- a. Have completed a minimum of three (3) design, installations, integrations and implementations of systems for Wi-Fi services in the past five (5) years at commercial airports or other large public venues.
- b. Have operated a Wi-Fi system at a commercial airport or other large public venue for at least four of the past five years.

c. Demonstrated that it has the financial capability to finance the installation of the Wi-Fi System in all of the Airports described above.

If a proposer is a joint venture, at least one joint venture partner representing a majority interest in the joint venture must meet the minimum qualifications.

6. EVALUATION COMMITTEE AND PROCESS

After the closing date and time set by the STATE for the submission of Proposal Intent Packages, each Proposal Intent Package will be individually evaluated for the proposer's financial ability, experience and competence to carry out the terms and conditions of any contract that may be awarded.

The submitted Proposal Intent Package may contain any additional information considered pertinent by the proposer with respect to its qualifications to propose on and operate the Concession and its proposed method of Concession operation.

The Proposal Intent Packages will be evaluated by an Evaluation Committee, made up senior DOTA officials whose titles are as follows: Property & Business Development Manager, Administrative Services Officer, Operations Branch Officer, and Information Technology Officer.

The Evaluation Committee may, in the Evaluation Committee's discretion, require proposers to submit, under oath and in writing, answers to or clarifications of the information contained in the completed Qualifications Questionnaire (Appendix A – Attachment 2). Whenever it appears to the STATE, from answers to the questionnaire or otherwise, that any proposer is not fully qualified and able to carry out the terms and conditions of the contract that may be awarded, the STATE shall, after affording the prospective proposer an opportunity to be heard, and if the STATE in its sole discretion is still of the opinion that the proposer is not fully qualified to carry out the terms and conditions of the contract that may be awarded, refuse to invite it to submit a proposal or consider any proposal offered by the proposer.

All information contained in the Qualifications Questionnaire shall remain confidential as required by Section 102-3, Hawai'i Revised Statutes ("HRS"). Questionnaires submitted by an unsuccessful Proposer shall be returned after the Concession Agreement has been awarded.

Following the evaluation of the Proposal Intent Packages, the Evaluation Committee in its sole discretion will invite Proposal Packages from persons that have demonstrated that they possess the requisite competence and experience to fulfill all of the requirements of the Concession Agreement throughout its term ("Prospective Proposers"). Meeting the minimum qualifications does not guarantee that a prospective proposer will be invited to submit a proposal.

Proposal Packages will be considered only from the Prospective Proposers invited to participate in this process. No other parties may submit Proposal Packages.

7. PRE-PROPOSAL CONFERENCE

A pre-proposal conference to explain the objectives and requirements for the Concession and to preliminarily respond to questions from Prospective Proposers will be held on at 8 a.m. HST, Tuesday, November 17, 2015 at:

Department of Transportation
Honolulu International Airport
Inter-Island Terminal, Conference Room E
400 Rodgers Boulevard, Suite 700
Honolulu, Hawai'i 96819-1880

All prospective proposers should attend this conference. However, attendance is not mandatory. Reservations are not necessary but may be made by contacting:

Sidney A. Hayakawa
Administrative Services Officer (AIR-A)
DOT/Airports Division
Office 808-838-8704
Fax: 808-838-8067
Email: sidney.a.hayakawa@hawaii.gov

Any and all questions or requests for clarification concerning the Wi-Fi Concession Documents should be submitted in writing before 4:30 pm HST on November 6, 2015. In particular, prospective proposers should review carefully the Concession Agreement. A limited number of oral questions may be entertained at the pre-proposal conference. The STATE will respond to all questions in writing via the DOT Website. If changes or modifications to the Wi-Fi Concession Documents are required, such changes will be made by written Addenda and posted on the DOTA Website prior to the Proposal Package due date from Prospective Proposers.

Questions or proposed changes to the form of Concession Agreement must be received prior to the deadline for questions indicated below.

No questions will be accepted after 4:30 pm HST on November 6, 2015.

Written questions should be sent in writing via express delivery, fax or email (preferred) to the individual named below. All responses, including the original questions, will be distributed to all Prospective Proposers via the DOTA Website regardless of whether they attend the pre-proposal conference. Written questions must be submitted to:

Sidney A. Hayakawa
Administrative Services Officer (AIR-A)
DOT/Airports Division
Office 808-838-8704
Fax: 808-838-8067
Email: sidney.a.hayakawa@hawaii.gov

A summary containing all written questions submitted by the deadline for questions, together with the STATE's final written responses, will be made available to Prospective Proposers.

Proposers should not rely on oral representations at any time and only rely on the written STATE responses to questions, which shall be entitled, "The STATE's Response to Written Concession Questions." This shall comprise the STATE's final response to the questions unless the STATE decides to amend or supplement the STATE'S responses.

As a result of the pre-proposal conference or otherwise, changes to the Wi-Fi Concession Documents which are deemed appropriate by the STATE may be made, and notice will be given to prospective proposers before the date schedule for receipt of the Proposal Packages.

The Proposal Package shall consist of: (1) the Proposal content requirements provided by the STATE (Section 18, below), particularly the Proposal forms contained therein (Appendix B); (2) properly completed and executed by the proposers whose signature must be witnessed, acknowledged and notarized in the presence of a notary public, and (3) submitted before the deadline and in the manner and form described in Section 17 of this IP.

Any and all questions or requests for clarification concerning the Wi-Fi Concession Documents should be submitted in writing. In particular, all proposers should review carefully the Concession Agreement. The STATE will respond to all questions in writing via the DOT Website. If changes or modifications to the Wi-Fi Concession Documents are required, such changes will be made by written Addenda and posted on the DOTA Website prior to the Proposal Package due date from Prospective Proposers.

Questions or proposed changes to the form of Concession Agreement must be received prior to the deadline for questions indicated below.

No questions will be accepted after 4:30 pm HST on December 4, 2015, which is approximately four weeks before the deadline for submitting the Proposal Package.

8. SITE VISITS AND QUESTIONS

Persons invited to submit a Proposal Package will be invited to attend the Pre-Proposal Meeting described in Section 7 and offered an opportunity for site visits to the Airports and to

tour the terminal facilities at the sole cost and expense of the Prospective Proposers. The schedule for site visits is shown on page IP-19.

Written questions concerning this IP and the Concession Agreement should be sent in writing via express delivery, fax or e-mail or hand-delivered stamped received by the STATE, to the individual named below. The question should indicate the name of the Prospective Proposer, the name of the individual sending the questions, and contact information. All responses, including the original questions, will be distributed collectively to all Prospective Proposers via the DOTA Website through an Addendum to this IP.

Written questions must be submitted to:

Sidney A. Hayakawa
Administrative Services Officer (AIR-A)
DOT/Airports Division
Office 808-838-8704
Fax: 808-838-8067
Email: sidney.a.hayakawa@hawaii.gov

9. INVITED PROPOSERS AND NEGOTIATIONS TO REACH FINAL AGREEMENT

Following the review of the Proposal Packages, the STATE in its sole discretion will negotiate with at least two Invited Proposers whose overall Proposal Packages best meet the STATE's objectives as described in this IP. The Evaluation Committee will resolve questions or issues related to the Proposal Packages. Furthermore, the Invited Proposers during their negotiations and discussions with the STATE will be given an opportunity to improve their financial offers; and improve, change or clarify the technical plans, business plans, or other aspects of the Proposal Packages.

Following its negotiations with the two Invited Proposers, the Evaluation Committee shall forward its recommendation for award of the Concession to the Director of Transportation.

10. REJECTION OF PROPOSALS

The STATE may reject a Proposal Package for any of the following reasons:

- a. If it shows any alterations, erasures, or irregularities of any kind or additions not called for;
- b. If it is conditional or incomplete;

c. If more than one (1) Proposal is received from an individual, corporation, limited liability Company, partnership, joint venture, or any other legal entity under the same or different names and more than one (1) Proposal remains in the STATE's possession at proposal openings;

d. If the proposer (whether an individual, corporation, limited liability company, partnership, joint venture, or other entity (including (1) any entity in which the proposer is an owner and (2) any stockholders, members, partners, or owners of the proposer)) is in arrears in any payment, or in default of any obligation, including taxes and special assessments, owing to the U.S. Internal Revenue Service and/or the State of Hawai'i or any of its political subdivisions (including default as a surety or failure to perform faithfully and diligently any previous lease, license, permit, or any other type of contract with the State of Hawai'i or any of its political subdivisions). A stockholder of a closely-held corporation, a member of a limited liability company, a partner in a partnership or joint venture and an owner of an entity is defined as the holder of at least a ten percent (10%) or more ownership interest in the corporation, limited liability company, partnership, joint venture or entity; or

e. If the proposer fails to submit to the STATE the required Tax Clearance Certificates from the U.S. Internal Revenue Service, the State of Hawai'i Department of Taxation, and the Counties of Hawai'i, Maui, Kaua'i and the City and County of Honolulu, as required by Appendix A, Attachment 3 of the Wi-Fi Concession Documents.

The STATE reserves the right to cancel or reschedule the Concession for any reason whatsoever. The STATE also reserves the right to reject any or all Proposals and waive any defects when, in the opinion of the State's Director of Transportation, such rejection or waiver will be in the best interest of the STATE.

If the Successful Proposer to whom the Concession Agreement was awarded fails to enter into the Concession Agreement as finalized with the STATE following negotiations and furnish satisfactory security, the STATE in its sole discretion may award the Concession Agreement to the responsible proposer who submitted the next highest and best proposal.

11. MINIMUM ALLOWABLE FINANCIAL PROPOSALS

For each year of the Concession Agreement term, the annual Concession Fee shall be the greater of the following:

- a. Minimum Annual Guaranteed Fee. The minimum annual guaranteed fee (hereafter the "MAG") for the first year of the term of this Concession Agreement will be as offered by the Proposer on the Proposal Form (Appendix B – Attachment 1). The MAG for each succeeding agreement year starting with the second year shall be 85% of the actual annual fee paid and payable to the STATE (either MAG or percentage) for the preceding year; or

- b. Percentage fee. The percentage fee for the term of the Concession Agreement shall be the percentage offered by the Proposer on the Proposal Form (Appendix B – Attachment 1).

The minimum annual guaranteed fee for the first year of the Concession Agreement shall not be less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). The minimum annual guaranteed fee for each subsequent Concession Agreement year starting with the second year shall be 85% of the annual fee paid and payable to the STATE (the greater of the percentage fee or MAG) for the preceding Concession Agreement year.

Other than initially allocated space rent, additional space will be charged on a square-foot basis. The annual space rental rates are shown in the Concession Agreement. The space rental rates are subject to adjustment annually.

[Note: Details of rented space will be incorporated following negotiations.]

During the term of this Concession Agreement, the STATE may be constructing improvements to the airport terminal buildings in which a portion of the Concession spaces will be located. As a result of construction projects, the STATE, under the terms of the Concession Agreement may require the Concessionaire to close, consolidate, adjust, and modify its activities to permit the construction to proceed.

12. PROPOSAL DEPOSITS

The required minimum value of the proposal deposit shall be the same as the required minimum proposal deposit set by Section 102-6, HRS. Each Prospective Proposer shall submit a proposal deposit, which shall be in a sum of not less than five percent (5%) of the Minimum Annual Guaranteed Concession Fee for the first year of the Agreement, provided that when the amount proposed exceeds \$50,000.00, the proposal deposit shall be a sum not less than \$2,500.00 plus two percent (2%) of the proposal amount over \$50,000.00. The proposal deposit must be submitted along with the Proposal (Appendix B).

The proposal deposit shall be in the form of legal tender, a surety bond conforming to the requirements of Section 102-6, HRS, or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, in a sum equal to that required, payable at sight or unconditionally assigned to the State's Director of Transportation.

If a surety bond is submitted, it shall: (1) be issued in accordance with Section 102-6, HRS; (2) name the State of Hawai'i, by its Director of Transportation, as obligee; (3) be on the Proposal Bond form provided (Appendix B – Attachment 3); (4) be executed by the Proposer as Principal, and by any bonding company listed in the United States Treasury List, as surety;

provided that the bond furnished by any surety listed shall not exceed the bonding capacity rating of that surety on the United States Treasury List; (5) be in a sum equal to that required; and (6) be conditioned upon the Proposer entering into the Concession Agreement and furnishing satisfactory security in the form of the Concession Bond (and other applicable requirements) within ten (10) business days after the proposer has received the Concession Agreement for execution or within such further time as the State's Director of Transportation may allow, in writing, if the Proposer is awarded the Agreement.

13. LATE SUBMISSIONS

It is the responsibility of each and every Proposer to ensure that the following are completed and submitted to the STATE by the stated applicable deadlines:

- a. Final Written Concession Questions;
- b. Proposal Intent Package
- c. Proposal Package, including the Proposal Bond.

The STATE assumes no responsibility or liability for any Proposer's lateness in the submission of the (a) Final Written Concession Questions; (b) Proposal Intent Package; or (c) Proposal Package including the Proposal Bond to the STATE due to mail or other delivery service delays. If any or all of the foregoing required items is/are received by the STATE after the stated applicable deadline(s), it/they will not be considered and will be returned to the proposer without opening in accordance with Section 102-5, Hawai'i Revised Statutes ("HRS").

The STATE will not assume any responsibility or liability if the submission of the Proposer's Proposal Intent Package or Proposal Package is delayed beyond the specified deadline date and time. Any and all Proposal Intent Packages or Proposal Packages received by the STATE after the specified deadline date and time for submission of the same will not be considered, and will be returned (without opening) to each and every Proposer.

14. WITHDRAWAL OR MODIFICATION OF PROPOSAL INTENT PACKAGE, PROPOSAL PACKAGE AND PROPOSAL BOND

The Proposal Intent Package, or any part thereof, or the Proposal Package, in its entirety may be withdrawn by written notice by way of telegram or mailgram or certified letter which must be received by the STATE prior to the applicable dates and times stated herein for submission of the Proposal Intent Package and the Proposal Package, respectively. A substitute submittal of all or a part of the Proposal Intent Package or the Proposal Package will be accepted by the STATE so long as a written request to withdraw the previous Proposal Intent Package or Proposal Package, or part thereof, is received simultaneously with or prior to the substitute Proposal Intent Package or Proposal Package or part thereof and the substitute Proposal Intent Package or Proposal Package or part thereof is received prior to the applicable date and time deadline for submission of the Proposal Intent Packages or Proposal Packages.

A substitute submittal of the entire Proposal Package, in its entirety, will be accepted by the STATE so long as a written request to withdraw the previous Proposal Package is received simultaneously with or prior to the substitute Proposal Package and the substitute Proposal Package is received prior to the applicable date and time deadline for submission of the Proposal Packages.

Errata sheets for the Proposal Intent Package or Proposal Package may be submitted prior to the applicable date and time deadlines for submission of the Proposal Intent Package so long as the total of all corrections to a submittal does not exceed two typed 8.5" by 11" pages. Changes requiring more than two such pages require withdrawal of the Proposal Intent Package or Proposal Package and the subsequent submission of a substitute Proposal Intent Package or Proposal Package. This subsequent submission of a substitute Proposal Intent Package or Proposal Package must be: (1) received by the STATE prior to the applicable date and time deadline for submitting the Proposal Intent Packages and (2) submitted in a sealed envelope and properly marked as required for the Proposal Intent Package or Proposal Package and each page must clearly be labeled "Substitute Submittal #1" or "Substitute Submittal#2" as applicable.

15. CONCESSION IMPROVEMENTS – MINIMUM INVESTEMENT

The Concession Agreement contains specific terms and conditions regarding Concession Improvements, requirements, and schedules.

The Concessionaire shall be required to commit to investing a minimum amount in designing, procuring, installing and constructing the Wi-Fi System (which may include a DAS system if so negotiated) at each of the Airports, based on the capital improvement commitment included in its Proposal. The Concession Agreement shall be modified to include at least the minimum investment offered by the successful proposer as well as the specifications and technical attributes of its proposed installation and other terms negotiated with the STATE.

16. FACILITY IMPROVEMENTS, EQUIPMENT INSTALLATION AND CONSTRUCTION

The successful proposer will be required to submit to the STATE the proposer's Improvements, as defined in the Concession Agreement as negotiated with the STATE, for the Premises for the STATE's prior written approval.

These plans and programs (Improvement Plan and construction schedules) will be due fifty (50) calendar days, or sooner, after the proposer receives written notice of award of the Concession Agreement regardless of whether the Concession Agreement has been signed by that time. Separate plans and programs will be required for each of the Airports.

17. PROPOSAL PACKAGE DUE DATE AND TIME

Prospective Proposers must provide one original and five (5) printed copies of the Prospective Proposer's written Proposal Package which shall describe in detail, how and what the Proposer intends to offer; and a description of how the Proposer intends to operate, manage, administer and maintain the Concession, and satisfy all of the covenants, terms and conditions contained in the form of Concession Agreement (Appendix C). One unofficial but complete electronic copy of the Proposal Package in PDF form must also be submitted with the printed Proposal Package on a CD, DVD, or thumb drive. Only the original signed written proposal shall constitute the Prospective Proposer's Proposal Package.

All the aforementioned Proposal items must be properly executed and notarized by a notary public if called for, addressed and submitted to:

Director of Transportation c/o Property and Business Development Staff,
Airports Division,
Department of Transportation
Honolulu International Airport
400 Rodgers Boulevard, Suite 700
Honolulu, Hawai'i 96819-1880
Telephone (808)-838-8704

Attention: Sidney Hayakawa

Proposals Packages are due on or before December 30, 2015 at 4:30 pm HST.

Each and every Proposal Package must be submitted to the STATE in a sealed envelope properly marked on the outside as follows:

“Proposal Package for the Operation of Wi-Fi System Concession at Honolulu International Airport, Kahului Airport, Kona International Airport at Keahole, Lihue Airport and Hilo International Airport”

18. REQUIRED CONTENT OF THE PROPOSAL PACKAGE

Prospective Proposers are required to submit to the STATE a fully and properly completed Proposal Package as specified below and including the following items in the specific form as shown on the Appendices to this IP:

- a. Proposal Form (Appendix B - Attachment 1);
- b. Affidavit of Non-Collusion (Appendix B-Attachment 2)
- c. Proposal Bond (Appendix B – Attachment 3)
- d. Additional Required Contents of Proposals

Additional Required Contents of Proposal Package

Responses to the requests in this section should be full and complete, numbered consecutively, and with all requested information enclosed. Each Prospective Proposer should provide as much information as it feels is necessary to properly convey its ideas, and when applicable, provide any relevant additional information. There are no page limits for any section. However, conciseness and clarity in the written materials are requested. Presentation of complex information or data in tabular form is preferred.

Proposals must consist of the following sections numbered in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference.

a. Cover / Transmittal Letter

The cover letter must include the Proposer's name, address, telephone number, facsimile number, email address, primary contact and any pertinent facts or details of the proposal that the Proposer desires to emphasize, subject to the page limitation.

b. Executive Summary

Proposer must include an executive summary that highlights the features of the Proposal, the strengths of the Proposer and explain the rationale for the specifics included in the Proposal relative to the STATE's objectives.

c. Ownership and Organization

The statements of qualifications and experience submitted with the Proposal Intent Package may be resubmitted.

d. Qualifications and Experience

The statements of qualifications and experience submitted with the Proposal Intent Package may be resubmitted. Any changes or additions should be noted at the beginning of this section.

e. Proposed Services

This section of the Proposer's response to this RFP should provide the STATE with an understanding of the Wi-Fi services the Proposer will provide to passengers.

The Proposer must provide:

1. Its plan for delivering the required services as described in the Concession Agreement.

2. Its plan to ensure that access to Wi-Fi is intuitive and easily accessible.
3. A description of revenues sources including how advertising or sponsorships will be incorporated into the complimentary Wi-Fi services, and how the Proposer anticipates such advertising or sponsorships working at the Airports.
4. How it will generate other revenues including charging for work with roaming providers to generate revenue for the Concession.

f. Management and Operations Plan

This section of the Proposer's response to this RFP should provide the STATE with an understanding of the Proposer's plans to successfully manage and operate the Concession at the Airports.

The Proposer must:

1. Describe the corporate structure accountable for management of the Concession, including an organizational chart, description of management staffing levels, and identification of where management staff will be located.
2. Demonstrate that managers and key personnel to be assigned to the project are experienced and fully qualified to manage and operate the Wi-Fi system of the size and complexity proposed for the Airports. Identify your overall on-site manager. Describe how maintain continuous operation of the System on each island.
3. Describe Proposer's operating standards, policies, and practices.
4. Describe how Proposer will provide, free of charge, 24-hour, 7-day a week customer service to assist users with all service and access needs to the Wi-Fi system, including responding to customer complaints within 24 hours of receiving a complaint and issuing refunds within 48 hours of receiving a complaint or valid request.
5. Describe Proposer's plan for immediately restoring service in the event connectivity is lost due to system failures or network outage.
6. Describe how the Proposer will manage access and collect revenue from various sources including higher-speed tiered services customers and track the number of sessions by the Proposer's subscription-based customers and roaming partners, as applicable.
7. How service will be provided to non-English speaking passengers, who are an important element of the Airports' passenger traffic, particularly at Honolulu International Airport.

The Proposer should provide sufficient information to demonstrate the following:

- The Proposer's strategy for meeting changing airport needs including response to changes in airline activity and passenger enplanements.
- The Proposer's response plan in the event of system failures and potential security threats.
- Proposer's plans for using new or emerging technology to continually provide the best Wi-Fi internet access service to customers.
- The ability to effectively and efficiently serve the international community including strategies for the use of multi-lingual platforms.

g. Capital Investment and Technology Plan

This section of the Proposer's response to this RFP should provide the State with an understanding of the Proposer's technology plan, capital investment, and financial commitment to provide the services listed in the previous section for each of the Airports and for all of the Airports in total.

The Proposer must:

1. Describe in detail the technical characteristics of the proposed Wi-Fi installation, and the rationale for the technical solution proposed. The rationale should be supported by examples and comparisons with other large systems which the Proposer has installed and operated. Include a rationale for each of the Airports. The descriptions and rationale for the technical solution should be presented for non-technical readers. Provide a schematic plan showing how coverage would be provided at each of the Airports.
2. Identify the square feet of communications room space requested at each airport. Proposers should assume that any special utilities, HVAC or other modifications will be at the Proposer's expense.
3. Identify the total amount of capital investment funding to which the Proposer will commit. Provide details of the Proposer's planned investment including initial installation necessary to achieve required service levels and incremental investment required to maintain these service levels throughout the term of the Concession Agreement.
4. State the sources of funds to upgrade and maintain the Wi-Fi system, including evidencing commitments made from any external funding sources cited in the proposal.
5. Provide a phasing plan and maintenance plan that specifically describes how the proposed improvements will be phased and maintained to ensure continuous service to passengers.

6. Identify potential transition issues and describe how the Proposer will deal with these issues.

h. Financial Capability

The information submitted with the Proposal Intent Package will be used to evaluate financial capability. No additional information is required.

i. Financial Return to the STATE

This section should provide the STATE with the basis of its financial offer and the Proposer's forecasted financial returns to the STATE.

The Proposer must provide five-year projections of Gross Revenues and expenses by source of revenue (i.e., direct sales, advertising/sponsorship, services provided to tenants, concessionaires, etc.) ("Projections") including a forecast of annual payments to the STATE for each payment source and expected returns and income to the Proposer (assume a commencement date of October 1, 2015). When preparing the five-year Projections, assume 2% annual growth in passengers and 2½ % annual inflation. Any other assumptions made in preparing the Projections should be specified.

The Percentage Fee and the first-year and subsequent Minimum Annual Guarantee used in the projections of Gross Revenues and expenses must precisely track the financial offer shown on the signed Proposal Form (Appendix B – Attachment 1) required in Section 11 above.

The Proposer should provide sufficient information to demonstrate the following:

- How the Proposer will maximize Wi-Fi system usage and therefore revenue to the STATE.
- The basis for projected results, including a discussion of the degree of confidence in the results demonstrated in the Projection and any benchmark data from other airports where the proposer operates used to support the Projections, including, but not limited to, statistics for Gross Revenues per enplaned passenger.
- Information that will support the forecasted capital expenditure requirement and cost of ongoing operations.
- The rationale for the Proposer's financial offer, and
- How the Proposer's experience at other airports or other large public venues assists the Proposer in enhancing the reliability of the Proposer's five-year Projections.

* * * *

The STATE reserves the right to cancel or reschedule the Proposal deadline for any reason whatsoever. The STATE also reserves the right to extend the deadline for receipt of Proposals, to reject any or all proposals or to waive any defects when, in the opinion of the State's Director of Transportation, such rejection or waiver will be in the best interest of the STATE. The award by the STATE is not necessarily based solely on the highest financial return. The STATE reserves the right, in its sole discretion, to reject a proposal if the proposer is not deemed responsible or providing the highest and best proposal to the STATE. If the highest and best proposal or any other proposal is rejected, or if the proposer to whom the Concession Agreement was awarded fails to enter into the Concession Agreement and furnish satisfactory security, the STATE may, at its sole discretion, award the Concession Agreement to the responsible proposer who submitted the next highest and best proposal.

19. AWARD OF CONCESSION, EXECUTION OF CONCESSION AGREEMENT, AND CONCESSION PERFORMANCE BOND

The award of the Concession will be made within ninety (90) days after the Evaluation Committee submits its recommendation of a successful proposer to the Director of Transportation, provided that the award may be delayed for a reasonable additional time period to permit investigation by the STATE into the accuracy and truthfulness of the representations made by the successful Proposer in its Proposal Package. The STATE reserves the right to reject all Proposal Packages if it is determined by Director in his sole discretion that such rejection is warranted and is in the best interest of the STATE and the general public. The award of the Concession is within the Director's sole discretion and shall be final.

The final Concession Agreement (Appendix C with modifications to incorporate the successful proposal as negotiated with the STATE) shall be executed by the successful Proposer, properly notarized by a notary public, and returned, together with a satisfactory Concession Performance Bond in the form of Appendix E, within thirty (30) calendar days after the successful Proposer has received the Concession Agreement for execution, or within such further time as the Director may allow in writing. Failure to execute the Concession Agreement (Appendix C, as modified) and to file an acceptable Concession Performance Bond (Appendix C – Attachment 7), as required, within ten (10) days after the successful Proposer has received the Concession Agreement for execution and proper notarization by a notary public, or within such further time as the Director may allow in writing, shall be just cause for the annulment of the award. If the successful Proposer refuses or fails to execute the Agreement, the STATE may negotiate with the next highest ranked Invited Proposer.

The Concession Performance Bond shall be in the amount equal to three (3) months' minimum monthly guaranteed fee for the appropriate agreement year and shall be maintained in full force and effect by the successful Proposer (hereinafter referred to as the "Concessionaire") at all times from the commencement date of the Concession Agreement until ninety (90) days after the expiration or sooner termination of the Agreement. The Concession Performance Bond shall be maintained at all times in accordance with the provisions of the Concession Agreement.

If the surety or sureties on the bond shall be other than a surety company authorized to do business under the laws of the State of Hawai‘i, the provisions of Section 102-12, HRS, shall apply.

If the STATE, in its sole discretion, permits the successful proposer to use one of the Concession Bond sureties who are not properly licensed and authorized to do business under the laws of the State of Hawai‘i, such sureties must meet the requirements of all applicable laws, statutes, rules and regulations, particularly Section 102-12, HRS.

The successful proposer shall pay the STATE an administrative fee in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) in United States currency or certified check, which fee payment shall be delivered to the STATE, together with the executed and notarized Concession Agreement and satisfactory Concession Bond.

If the STATE receives a properly executed Concession Agreement, satisfactory Concession Bond, and the required administrative fee payment in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) within the required time, the Proposal Deposit shall be returned to the successful proposer that is awarded the Concession Agreement. The proposal deposits made by unsuccessful Proposers shall be returned to them after the Concession Agreement has been entered into or if the Concession Agreement is not awarded or entered into, after the determination by the State’s Director of Transportation to publish another call for tenders.

20. SCHEDULE

The intended schedule for selecting and awarding the Concession Agreement is shown below, and is subject to change by written addendum to these Instructions to Proposers posted on the DOTA Website.

Wi-Fi Concession Key Dates (all dates are subject to change)	Date
Publication of the Notice to Proposers; Issuance of the Instructions to Proposers	September 15, 2015
Deadline for written questions concerning Wi-Fi Concession Documents & Proposal Intent Package	4:30 p.m. Hawaii Standard Time (HST) September 28, 2015
DOT issues responses to questions via Addendum	October 9, 2015
Deadline for submitting Proposal Intent Package	4:30 p.m. HST October 16, 2015
Evaluation Committee Reviews Proposal Intent Packages	October 17 thru November 2, 2015
Evaluation Committee issues written invitation to Prospective Proposers to submit Proposal Packages	November 3, 2015
Deadline for submitting questions on the Wi-Fi Concession Documents prior to Pre-Proposal Meeting	4:30 p.m. HST November 6, 2015
Pre-Proposal Conference	8 a.m. HST November 17, 2015
Airport site visits for Prospective Proposers	November 17, 2015 HNL walk-thru (after pre-bid) November 18, 2015 OGG and KOA walk-thru November 19, 2015 ITO and LIH walk-thru
Deadline for submittal of final questions concerning proposals, these Instructions to Proposers, and the Concession Agreement	4:30 p.m. HST December 4, 2015
DOT issues responses to questions via addendum	December 21, 2015
Deadline for Submitting Proposal Packages	4:30 p.m. HST December 30, 2015
Evaluation Committee reviews Proposal Packages	December 31, 2015 – January 19, 2016
Evaluation Committee selects Invited Proposers for negotiation	January 19, 2016
Negotiations with Invited Proposers	January 21, 2016
Recommendation to the Director of Transportation	February 4, 2016
Notification of the Successful Proposer Award	February 11, 2016
Execution of the final Concession Agreement	March 14, 2016
Concession begins	May 1, 2016

The STATE reserves the right to cancel or reschedule the Proposal deadline for any reason whatsoever. The STATE also reserves the right to extend the deadline for receipt of Proposals, to reject any or all proposals or to waive any defects when in the opinion of the State's Director of Transportation, such rejection or waiver will be in the best interest of the STATE. The STATE reserves the right, in its sole discretion, to reject a proposal offering the highest financial return if the proposer is not deemed responsible by the STATE or does not provide the best value, quality, and deliverables to the STATE as determined by the Evaluation Board in its sole discretion. If the proposer to whom the Concession Agreement was awarded fails to enter into the Concession Agreement and furnish satisfactory security, the STATE may, at its sole discretion, award the Concession Agreement to the most responsive and responsible proposer, as determined by the Evaluation Board, who submitted the next proposal offering the best value, quality, and deliverable to the STATE.

21. FUTURE/OTHER CONCESSIONS

While the STATE makes no guarantees regarding possible future actions, proposers should be aware that the State contemplates establishing other concessions or entering into agreements with airlines or others at the Airports that may result in incidental overlap of Wi-Fi services, such as airline CIP/VIP lounges. However, the STATE will not grant another Wi-Fi Concession to any other party during the term of the Concession Agreement in the terminal buildings at the Airport. It is understood and agreed that the STATE has no control over the provision of cellular data services from antennas located off of the Airports. There is no warranty expressed or implied that the Concession will not be subject to competition from alternative data services, such as cellular telephone providers, operating from locations not on the Airports.

22. TAXES

The successful proposer shall pay: (1) all applicable taxes levied by the United States Government and the State of Hawai'i based on the revenues derived from the Concessions and (2) real property taxes, if any, levied by the respective counties in which each of the Airports is located.

23. GENERAL INFORMATION

Attachment 1 to the Instructions to Proposers (IP) provides information regarding past passenger activity at the each of the Airports for the years 2007 to 2014.

Attachment 2 to IP provides the Wi-Fi Concession gross receipts for HNL and OGG, the only two Airports where there is currently a Wi-Fi Concession.

These Attachments are for the general information of interested Proposers only, and form no part of the Agreement. The STATE does not guarantee nor warrant the accuracy of the

information contained in the Attachments. Interested Proposers are further advised that the information pertaining to the number of inter-island/overseas passenger arrivals, departures and through, and Concession gross receipts in prior years are representations of historical activity and are not necessarily indicative of future trends or activity levels. Such passenger traffic may be subject to changes in airport activity, construction, or other events which may alter conditions.

Although interested Proposers should acquaint themselves with passenger traffic patterns and conditions existing at the Airport, it should be noted that such patterns or conditions are always subject to change, adjustment or alteration, and therefore, cannot be considered permanent. The successful Proposer selected will not be provided compensation or adjustments to the minimum monthly guaranteed fee owed to the STATE for the appropriate agreement year should future arriving passenger levels affect the Concession at the Airport.

The STATE is responsible for providing operational and functional airport facilities and in so doing will seek to provide reasonable and practical routing for passengers and users. Changes to security screening locations, departure gates, and concession areas may be required during the term of this Concession Agreement. Such changes will be made at the sole discretion of the STATE and will not provide the basis for any claim by the successful proposer for any compensation, rebate or rental adjustment, if passenger, visitor, user, or customer volume, access, or traffic patterns are altered or reduced.

24. OTHER REQUIREMENTS

Each interested Proposer should carefully examine all documents relating to this Concession and judge for itself all the circumstances and conditions affecting its Proposal Intent Package and Proposal Package. Failure on the part of any interested Proposer to make such examination and to investigate thoroughly shall not be grounds for any claim that the Proposer did not understand the conditions of its Proposal Intent Package or Proposal Package. Any and all interested Proposers shall have the burden to notify the Director, in writing, of any ambiguity, inconsistency or conflict in the Wi-Fi Concession Documents. Failure to so notify the Director in writing shall be deemed to be a waiver of that Proposer's right to claim any ambiguity, inconsistency or conflict in the Wi-Fi Concession Documents, including but not limited to the Concession Agreement, prior to the applicable deadlines for submission of the Proposal Packages. Failure to so notify the State's Director of Transportation, in writing, shall be deemed to be a waiver of that Proposer's right to claim any ambiguity, inconsistency, or conflict in the Wi-Fi Concession Documents, including but not limited to the Concession Agreement.

25. ATTACHMENTS TO IP

Attachment 1 – History of Passenger Traffic

Attachment 2 – History of Gross Receipts

26. APPENDICES

A. Proposal Intent Package

Appendix A, Attachment 1 (Notice of Intent to Propose)

Appendix A, Attachment 2 (Qualification Questionnaire)

Appendix A, Attachment 3 (Tax Clearance Certificates)

Appendix A, Attachment 4 (Technical Questionnaire)

B. Proposal Package

Appendix B, Attachment 1 (Proposal Form)

Appendix B, Attachment 2 (Affidavit of Non-Collusion)

Appendix B, Attachment 3 (Proposal Bond)

C. Concession Agreement

Appendix C, Attachment 1 (Terminal Plans)

Appendix C, Attachment 2 (Tenant Improvement Guidelines)

Appendix C, Attachment 3 (Environmental Preservation Guidelines)

Appendix C, Attachment 4 (Development Standards for Leased Airport property)

Appendix C, Attachment 5 (Department of Transportation Assignment of Lease Evaluation Policy)

Appendix C, Attachment 6 (Department of Transportation Sublease Evaluation Policy)

Appendix C, Attachment 7 (Performance Bond; Payment Bond)

Appendix C, Attachment 8 (Concessionaire's Listing of Hazardous Substances)

Appendix C, Attachment 9 (Concessionaire's Listing of Environmental Permits)

D. Concession Bond