CITY OF SAN ANTONIO

Department of Aviation

REQUEST FOR PROPOSAL
("RFP")

for

Lease and Operate
Airport Shoe Shine Concession
in Terminals A & B
RFP-013-017-MA

Release Date: November 16, 2012
Proposals Due: December 17, 2012

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I. BACKGROUND

The City of San Antonio, Department of Aviation (City) invites the submission of proposals from experienced and qualified firms to operate a shoe shine concession at the San Antonio International Airport (SAT).

The selected Respondent will provide a shoe shine concession to include installation, routine maintenance, and daily management offering shoe shine services, shoe repair, shoe care services and the retail sale of shoe care products in Terminals A and B for passengers and visitors at the Airport. The shoe shine concession is envisioned to enhance passenger and visitor amenities at the Airport and accomplish the following: 1) reliable service conveniently available to passengers and visitors; 2) fair prices; 3) opportunities for disadvantaged businesses; and 4) maximum revenues for the Airport consistent with the other objectives for the program and a fair profit for the concessionaire.

The Concession Agreement (Agreement) resulting from this Request for Proposal (RFP) will include the following two (2) locations:

<u>Terminal A</u>

- North Concourse Level (post security) adjacent to space TA-160, RFP Exhibit A.

<u>Terminal B</u>

- Concourse Level (post security) adjacent to retail space TS-203, RFP Exhibit B.

The goals of the SAT concession program are to: (1) provide first-class service and a broad variety of quality food, merchandise, and services to travelers and Airport users; (2) provide enhanced quality and value to Airport consumers; (3) provide innovative food and beverage, retail, personal and business services concepts with a broad customer appeal, (4) increase the friendliness and convenience of the Airport to passengers and visitors while enhancing the image of the City; (5) provide business opportunities for disadvantaged business enterprises; (6) promote store concepts, themes and products identified with San Antonio; and (7) optimize concession revenues for SAT.

II. SCOPE OF SERVICES

The scope of services shall include as a minimum, but not be limited to, the following:

1. Except as described below, the selected Respondent must install, maintain, and operate equipment under this Agreement at its sole cost and expense, including but not limited to, the costs of any construction related to installation, utilities, and all parts and supplies.

2. If necessary, the selected Respondent shall bear all expenses associated with the extension of electric, data or other utility service(s) from existing termination points or installations to the locations of the shoe shine stands. The selected Respondent must coordinate with the designated City representative at each SAT facility prior to the commencement of work.

3. The City shall pay customary charges for electricity used in the operation of the shoe shine stands under the Concession Agreement. The selected Respondent shall pay for all

other utility service(s), including data services, necessary to the operation of the Concession.

4. The selected Respondent must at all times, and at its own cost and expense, maintain the equipment and the immediately adjacent areas in a safe, clean, orderly, and attractive condition and in good working order, in accordance with the terms of the Agreement. All necessary repairs and maintenance must be conducted according to the terms of the Agreement.

5. As of the initial installation of the Concession, all facilities and equipment are required to be new or re-conditioned.

6. The selected Respondent must comply with all rules and regulations, and coordinate its activities with the appropriate staff including, but not limited to, any design and construction related to the installation of shoe shine stands.

7. Shoe shine stands must have professionally made signage or visual displays that indicate the following information:

    i. Price listing, and

    ii. Concessionaire's customer service contact information.

8. The selected Respondent must comply with all airport security rules and regulations as issued from time to time by governmental agencies and/or the City, including the badging procedures described in Exhibit C.

9. The selected Respondent must comply with the service and operating standards established in the Agreement.

10. If proposed, selected Respondent must maintain a stock of shoe care products for sale to the customers.

11. The selected Respondent must employ at all times a sufficient number of personnel necessary to ensure prompt, courteous, and efficient service as well as maintain the Hours of Operation established in the Agreement.

12. Selected Respondent must accept at least three major credit cards.

III. CONCESSION AGREEMENT

This RFP, and all exhibits, attachments and addenda thereto, do not constitute a contract between the City and any entity or individual, a commitment by the City to accept concession services from any entity or individual, or a commitment by any entity or individual to provide concession services to the City. The concession services shall be operated only under the terms and conditions of the fully executed and delivered Agreement by and between the City and the selected Respondent.

The following summarizes some of the key terms and conditions of the offered concession that will be part the Agreement. This summary is not intended to be a complete description of the Agreement. Prospective respondents are advised to thoroughly review the Draft Agreement

(RFP Exhibit F) to gain an understanding of the City's expectations regarding the terms and conditions of the offered concession. Unless defined elsewhere in this RFP, capitalized terms have the same meaning as in the Agreement.

1. **Term of Agreement**

   The Agreement will become effective and binding upon execution by the City, and will expire at the end of the five years of operation (subject to the terms and conditions of the Agreement).

2. **Compensation to the City**

   In consideration of the rights and privileges to be granted to the selected Respondent by the City, the selected Respondent will pay to the City, on an annual basis, Rental equal to the greater of (1) the Minimum Annual Guaranteed Rent ("MAG") or (2) Percentage Rent, in accordance with the terms of the Agreement.

   a. Minimum Annual Guaranteed (MAG) Rent

      i. The MAG will commence upon the start of operations, which shall be within 30 days after the City delivers the Premises to the selected Respondent.

      ii. Respondent must specify, in RFP Attachment B (Compensation Schedule), the MAG Respondent proposes to pay during the first year. The MAG for each subsequent year will equal 85% of the prior year payables (consisting of both the prior year MAG and percentage rent) but in no event shall be less than the MAG for Lease Year 1.

      iii. MAG proposed for the first Lease Year must be within the range of acceptable MAGs set forth in the following table.

Shoe Shine Location	**Range of Acceptable Minimum Annual Guaranteed Rent**	
	Minimum	**Maximum**
Terminals A and B	$9,000	$12,000

      Note: Proposals in which the MAG for the first Lease Year is <u>not</u> within the acceptable minimum/maximum range, as provided in the table above, will be considered non-responsive and eliminated from award consideration.

   b. Percentage Rent

      i. The Percentage Rent will equal the product of the percentage rate(s), proposed by Selected Respondent and accepted by the City, multiplied by Gross Revenues which shall include all sales for services and products.

ii. Percentage Rent must be within the following range:

Shoe Shine Location	Range of Acceptable Percentage Fee Rate	
	Minimum	Maximum
Terminals A and B	12%	20%

Note: Proposals in which the Percentage Rent is <u>not</u> within the acceptable minimum/maximum range, as provided in the table above, will be considered non-responsive and eliminated from award consideration.

3. **Other Fees**

<u>Taxes, License and Permit Fees</u>

The selected Respondent is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, State, Federal governments or agencies thereof.

4. **Capital Investment and Improvements**

The City reserves the right to review and approve all improvements, furnishings, signage, and other capital investments. Upon written notice by the City of its approval of the plans, the selected Respondent will coordinate with the City the construction and installation of its facilities. The selected respondent will be responsible for any necessary permitting that may apply.

5. **ACDBE Program Goal**

The concessions program at the Airport is subject to federal regulations set forth in 49 CFR 23 ("Part 23") governing Airport Concession Disadvantaged Business Enterprises ("ACDBEs"). It is the policy of the City to fully comply with the requirements of Part 23. Accordingly, the City has established a goal of **9.1%** participation by ACDBEs in the concessions offered by this RFP.

Additional information regarding ACDBE participation in this concession may be found in RFP Exhibit D - Airport Concessionaire Disadvantaged Business Enterprise Program and Requirements. Federal Regulation 49 CFR 23 may be downloaded from the following web link:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr23_main_02.tpl

6. Hours of Operation

The City reserves the right to control the hours of operation of all concessions at the Terminals. The hours of operation of concessions are in general, at a minimum, 7 days per week, 365 days per year as necessary to service the earliest daily outgoing flights and the latest daily outgoing flights except as may otherwise be approved in writing by the Director. The hours of operation for this concession will be 6:00 am through 6:00 pm on a daily basis.

IV. PRE- SUBMITTAL CONFERENCE AND SITE TOUR

A Pre-proposal Conference will be held at the **San Antonio International Airport, Terminal A, Mezzanine Conference Room,** 9800 Airport Boulevard, San Antonio, Texas 78216 at **3:00 p.m., Local Time,** on **November 26, 2012.** Respondents are encouraged to prepare and submit their questions in writing seven (7) calendar days in advance of the Pre- Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at **http://epay.sanantonio.gov/RFPListings/**. Attendance at the Pre-proposal Conference and Site Tour is optional, but highly recommended. Site Tours will be begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. The San Antonio International Airport is wheelchair accessible. The accessible entrances are located at 9800 Airport Boulevard, Terminal A. Accessible parking spaces are located at the hourly parking garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-proposal Conference shall be preliminary. A written summary of the Pre-proposal Conference shall contain official responses, if any. Any oral response given at the Pre-proposal Conference that is not confirmed in the written summary of the Pre-proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII – Restrictions on Communication, after the conclusion of the Pre- Submittal Conference.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

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TAB 1 – EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

TAB 2 –GENERAL INFORMATION FORM & REFERENCES: Use the form found in this RFP as Attachment A, Part One.

TAB 3 – EXPERIENCE, BACKGROUND, & QUALIFICATIONS: Use the form found in this RFP as Attachment A, Part Two.

TAB 4 – PROPOSED CONCESSION PLAN: Use the form found in this RFP as Attachment A, Part Three:

NOTE: **The remaining document requirements listed for TABs 5 – 14 are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.**

TAB 5 –COMPENSATION SCHEDULE: Use the Form found in this RFP as Attachment B.

TAB 6 – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Download, complete and sign the form found at: https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf. Place as Tab 6 within Respondent's proposal.

TAB 7 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 8 – AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS: Complete, sign and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1), found in this RFP as Attachment E. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to DBE Form 1. If Respondent is a Joint Venture, submit the required ACDBE LLC/Joint Venture Information form included in RFP Attachment E and LLC/JV agreement(s).

Respondents **must** submit a Narrative Statement which describes their:

- Business Diversity Plan which should include, but not be limited to, the following types of information: commitment in addressing diversity; activities to be taken to assure equal employment opportunity for all persons, regardless of race, color, religion, age, national origin, citizenship status, or disability; and institutional strategies to ensure diversity.
- Historical DBE/ACDBE utilization on previous contracts.
- Efforts to achieve significant and meaningful diversity on this project team compilation.

Place **original and one (1) copy** as Tab 8 within Respondent's ORIGINAL proposal. Additional copies are not required.

TAB 9 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB 10 – PROPOSAL BOND: Procure and submit a Proposal Bond, in a form similar to Exhibit E, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of fifty percent (50%) of the Respondent's proposed Year 1 MAG or FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), whichever is greater.

The proposal bond must provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond. The Proposal Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.

The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

Failure to submit a proposal bond with submittal will render the proposal non-responsive and therefore disqualified from consideration.

TAB 11 –FINANCIAL INFORMATION: Respondent must submit with proposal, the following financial statement:

- If respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

- If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.

- If respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.

- If respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

The respondent must submit the above-referenced financial information for proposed subtenants, if any.

Place documents as Tab 11 within respondent's ORIGINAL submittal. Additional copies are not required.

The City reserves the right to obtain, at no cost to the respondent, a Dun and Bradstreet financial report, or other credit report, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal.

TAB 12 – CONCESSION AGREEMENT TERMS AND CONDITIONS: Submit any proposed changes to the terms and conditions provided in RFP Exhibit F - Lease and Concession Agreement Draft keep in mind that Agreement is being presented in substantially final form. Submit proposed changes as Tab 12.

TAB 13 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB 14 – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted as addendums on the City's website at **http://epay.sanantonio.gov/RFPListings/**. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VII. SUBMISSION OF PROPOSALS

A. Respondent shall submit: One (1) original, signed in ink, five (5) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **Airport Shoe Shine Concession, Terminals A & B.**

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Local Time,** on **Monday, December 17, 2012** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address: City Clerk's Office
Attn: Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address: City Clerk's Office
Attn: Aviation Department
100 Military Plaza
2nd Floor City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). Note: Concept designs and illustrations/photo pages may be submitted on 11" x 14" paper, folded to 8 ½" x 11". The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page.

RFP Attachment A – Respondent Proposal may not exceed thirty (30) pages which shall cover both locations. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents

shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Aviation Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **3:00 p.m., Local Time,** on **December 4, 2012**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

   Marisol Amador, Procurement Specialist III
   City of San Antonio, Aviation Department
   Marisol.Amador@sanantonio.gov

   Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at **http://epay.sanantonio.gov/RFPListings/**.

3. Respondent and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Mr. Bernard Murphy, who may be reached via telephone at **(210) 207-3592** or through e-mail at **bernard.murphy@sanantonio.gov**. Respondents and/or their agents may contact Mr. Murphy at any time prior to the due date for submission of proposals. Contacting her or her offices regarding this RFP after the proposal due date is not permitted.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

A. **Experience and Qualifications** 30 Points

B. **Proposed Plan** 30 Points

C. **Compensation Schedule** 20 Points

D. **Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE)** 20 Points

a. ACDBE participation shall be evaluated based on the participation plan and other information submitted by respondent as set forth in the Airport Concessionaire Disadvantaged Business Enterprise Program Requirements and Forms (Response Attachment D).
   - Up to 10 percentage (10%) points based on Narrative Statement

b. Up to 10 percentage (10%) points based on Respondent's meeting the DBE/ACDBE goal.
   - Percentage points will be based on the percentage of the goal met.
   - Respondents meeting the goal will receive 10 points.
   - Respondents attaining 50% of the goal will receive 5 points.
   - Respondents attaining 25% of the goal will receive 2.5 points
   - Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.

E. **Financial Capability of Respondents** Pass/Fail

This criterion includes an assessment of the respondent's ability to provide adequate capitalization to fund the improvements.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.

B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

E. City will require the selected Respondent(s) to execute a contract with the City in substantially the form as attached in Exhibit F, prior to City Council award. No work shall commence until City signs the contract document(s) and Selected Respondent(s) provides the necessary evidence of insurance as required in this RFP and the contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the Selected Respondent and commence negotiations with another Respondent.

F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at **https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf**.)

I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

J. The City reserves the right to consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The City reserves the right to solicit from any available sources.

K. The City reserves the right to obtain, at no cost to the respondent, a Dun and Bradstreet financial report, or other credit report, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal.

L. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at **http://www.ethics.state.tx.us/forms/CIQ.pdf**. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the

City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XI. PERFORMANCE BOND

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in an amount not less than fifty percent (50%) of the Year 1 Minimum Annual Guarantee. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The Selected Respondent may submit an irrevocable standby letter of credit as an alternative to the surety bond. Further details on acceptability of letters of credit are contained within the attached draft agreement.

XII. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Friday, November 16, 2012
Pre-proposal Conference	Monday, November 26, 2012 @ 3:00 p.m.
Final Questions Accepted	Tuesday, December 4, 2012 @ 3:00 p.m.
Proposals Due	Monday, December 17, 2012 @ 11:00 a.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION
To be submitted with Respondent's Proposal as TAB 2

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address:_____

City:_____State:_____Zip Code:_____

Telephone No._____ Fax No: _____

Website address:_____

Year established:_____

Provide the number of years in business under present name:_____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER:_____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
☐ Partnership
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:_____
_____
_____
_____

Provide address of office from which this project would be managed:_____

_____

City:_____State:_____Zip Code:_____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: ___

Total Number of Current Clients/Customers: ___

Briefly describe other lines of business that the company is directly or indirectly affiliated with:_____

_____

_____

List Related Companies:_____

_____

_____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

   Name:_____ Title:_____

   Address: _____

   City:_____State:_____Zip Code:_____

   Telephone No._____ Fax No: _____

   Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

   Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

   Yes ☐ No ☐ If "Yes", list authorizations/licenses.

   _____

   _____

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

   Yes ☐ No ☐ If "Yes", respond to a and b below:

   a. How long has the Respondent conducted business from its San Antonio office?

      Years _____ Months_____

   b. State the number of full-time employees at the San Antonio office. _____

   If "No", indicate if Respondent has an office located within Bexar County, Texas:

   Yes ☐ No ☐ If "Yes", respond to c and d below:

   c. How long has the Respondent conducted business from its Bexar County office?

      Years _____ Months_____

   d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

   Yes ☐ No ☐ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

   _____

   _____

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

   Yes ☐ No ☐ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

   _____

   _____

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

   Yes ☐ No ☐ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

   _____

   _____

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

    _____

    _____

11. **Previous Contracts:**

    a. Has the Respondent ever failed to complete any contract awarded?

    Yes ☐ No ☐ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

    _____

    _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

    Yes ☐ No ☐ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

    _____

    _____

    c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

    Yes ☐ No ☐ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

    _____

    _____

REFERENCES

Provide three (3) references in which Respondent has provided similar services and shall have agreed to Respondent's request to serve as a reference on this solicitation. The contact person named should be familiar with the day-to-day management of the contract with the Respondent and **be willing to respond to questions** regarding the type, level, and quality of service provided by the Respondent.

Reference No. 1:

Firm/Company Name:_____

Contact Name: _____ Title: _____

Address: _____

City:_____State:_____Zip Code:_____

Telephone No.: _____Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name:_____

Contact Name: _____ Title: _____

Address: _____

City:_____State:_____Zip Code:_____

Telephone No.: _____Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name:_____

Contact Name: _____ Title: _____

Address: _____

City:_____State:_____Zip Code:_____

Telephone No.: _____Fax No: _____

Email: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, AND QUALIFICATIONS
To be submitted with Respondent's Proposal as TAB 3

Prepare and submit narrative responses to address the following items. Responses shall be inserted into this form; do not delete the questions. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP, with emphasis upon operation and management experience within an airport, major transportation center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:

    a. Name and location/address for each;

    b. Type of service and/or merchandise concepts offered;

    c. Average annual sales volume; and

    d. Length of time and reason(s) for leaving or closing business.

    e. Provide photographs of the interior and exterior for each business listed, if available.

2. Describe Respondent's specific concession experience within an airport setting, if applicable. If Respondent has operated a concession within a City facility or for the City in the past, include the following:

    a. Identify the department for which concession services were provided;

    b. Name and location/address for each;

    c. Type of service and/or merchandise concepts offered;

    d. Average annual sales volume; and

    e. Length of time and reason(s) for leaving or closing business.

    f. Provide photographs of the interior and exterior for each business listed, if available.

3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).

4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

5. Additional Information – Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN
To be submitted with Respondent's Proposal as TAB 4

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan to conduct operations, including installation and management of concession.
2. Maintenance Plan – Describe plan to ensure maintenance of concession throughout the term of the contract.
3. Design Concept - Describe plan for proposed capital improvements to be made to the space and the dominant design theme, including signage. Include photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.
4. Describe proposed merchandise categories and the approximate price range for each category.
5. Identify three stores within the San Antonio area for price comparison purposes that are comparable to the Respondent's. **Note:** Comparable facilities listed should not include any type of hotel news and gift shops, stores at other airports, nor any stores within enclosed shopping centers, if non-shopping mall type locations are available. If Respondent operates other similar stores within the San Antonio area, those store(s) must be included in the comparable facility listing.
6. Projected Sales, Net Income and Cash Flow Statements – Provide a good faith estimate derived from the proposed operation(s) for the first three years of the Term. Include the following:
   a. Expected annual gross sales;
   b. Cost of goods sold;
   c. Operating expenses;
   d. Net income and cash flow;
   e. Effect of proposed compensation to the City on net income and cash flow; and
   f. Major assumptions used in developing the sales projections.
7. Capital Investment and Financial Sources Plan – Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.
8. Additional Information – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

To be submitted with Respondent's Proposal as <u>TAB 5</u>

COMPENSATION SCHEDULE

A. Proposed Minimum Annual Guarantee (MAG): Indicate the MAG you propose to pay the City during the first Lease Year of the Contract Term.

The MAG must be between $9,000 and $12,000.

Payment to City
Minimum Annual Guarantee Rent (MAG) to City: $_____

Note: Proposed MAG shall be paid to the City in equal monthly installments during the term. The MAG for each subsequent year shall equal 85% of the prior year payables but in no event shall be less than the first Lease Year MAG.

B. Proposed Percent Rent: Indicate the Proposed Percent Rent you propose to pay the City.

The Percent Rent must be between 12% and 20%.

Percentage Fee Rate
_____%

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM
To be submitted with Respondent's Proposal as TAB 6

Discretionary Contracts Disclosure Form may be downloaded at
https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.

2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE
To be submitted with Respondent's Proposal as TAB 7

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Yes ☐ No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

   Yes ☐ No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Yes ☐ No ☐

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

DBE/ACDBE FORMS

To be submitted with Respondent's Proposal as TAB 8 along with Narrative Statement.

SAN ANTONIO INTERNATIONAL AIRPORT

DBE/ACDBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS

(DBE/ACDBE FORM 1)

NAME OF PROJECT: **Airport Shoe Shine Concession, Terminals A & B**

PROPOSER INFORMATION:

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes _____ No

Type of Certification: ____DBE/ACDBE ___MBE ____WBE ____AABE ___SBE

Age of Firm (Number of Years in Business): _____ years

Annual Gross Receipts of the Firm: _____ Less than $500,000 _____ $500,000 to $1 million
_____ $1 million to $2 million _____ $2 million to $5 million
_____ Over $5 million

1. List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. **The apparent successful proposer for professional services contracts** shall submit a Letter of Intent (DBE/ACDBE Form 2) for all firms to be utilized on this contract to the Aviation Department's DBE/ACDBE Liaison Officer within seven business days from the date a contract is negotiated. **If the Aviation Department does not receive completed copies from the apparent successful proposer within seven (7) business days from the date a contract is negotiated, then apparent successful proposer's Good Faith Effort Plan will not be approved. An approved Good Faith Effort Plan is required prior to award of any contract.**

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract or % Level of Participation	If Firm is DBE/ACDBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)
1.				
2				
3.				
4.				
5.				

(Use Additional Sheets if Necessary)

If goal was met, skip to Item 9

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contract by choice of either the proposer, subcontractor, or supplier. ***Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date.*** The following information is required for all firms that were contacted for subcontracting/supply opportunities:

Name & Address of Company	**Scope of Work/Supplies to be Performed/ Provided by Firm**	**Estimated Contract Amount or % Level of Participation**	**If Firm is DBE/ACDBE Certified, Provide Certification Number**	**Date Written Notice Was Sent and Method (Letter, Fax, E-mail)**	**Reason Agreement Was Not Reached**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, it may be necessary to provide the City with copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. If requested by the DBE/ACDBE Liaison, copies of said notices must be provided to the DBE/ACDBE Liaison within five (5) business days of such request. Such notices shall include information on the plans, specifications and scope of work.

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No

4. List all DBE/ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE/ACDBE subcontractors/suppliers:

_____

_____

5. Discuss efforts made to define additional elements of the work proposed to be performed by DBE/ACDBEs in order to increase the likelihood of achieving the goal:

   _____

   _____

6. Indicate advertisement mediums used for soliciting bids from DBE/ACDBEs. (Please attach a copy of advertisement(s)).

   _____

   _____

7. Discuss efforts made to assist interested DBE/ACDBEs in obtaining bonding, letters of credit, or insurance:

   _____

   _____

8. Discuss efforts made to assist interested DBE/ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

   _____

   _____

9. Name and phone number of person appointed to coordinate and administer the Federal DBE/ACDBE Good Faith Efforts of your company on this project.

   Name: _____ Title: _____

   Phone Number: _____

10. The Good Faith Effort Plan for Federally Funded Contracts must be approved by the Aviation Department's DBE/ACDBE Liaison Officer prior to award of contract.

11. The Federal DBE/ACDBE Good Faith Efforts Plan is subject to review by the Aviation Department's DBE/ACDBE Liaison, and final approval in determining whether Good Faith Efforts have been made rests with the Aviation Director.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:_____

SIGNATURE:_____DATE:_____

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

Plan Reviewed by _____ Date: _____
Signature of DBE/ACDBE Liaison

Recommendation: Approval: _____ Denial: _____

Action Taken: Approved: _____ Denied: _____

ACDBE LLC/Joint Venture Information

(to be submitted with LLC/JV agreement for review)

Please complete the following with regard to the proposed LLC/JV. For items 4 through 13, please reference the applicable section and page of the LLC/JV agreement at the end of the response.

1. Name of LLC/JV:

2. Name, address, and phone number of LLC/JV contact person:

3. Firms participating in LLC/JV (use additional pages if necessary):

Name of Firm:
Address:
Phone Number:
Contact Name/Phone Number:
Percent Ownership: _____%
ACDBE: Yes ☐ No ☐ Certifying Agency:
Type of Work for which Certification was Granted:

4. ACDBE Initial Capital Contributions $ _____

5. Future Capital contributions (explain requirements):

6. Source of funds for the ACDBE capital contribution: _____
(If capital contribution is through a loan or loans from the non-ACDBE partner, promissory note or loan agreement must be submitted.)

7. Describe the portion of work or elements of the business controlled by the ACDBE.

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

9. Describe the ACDBE's involvement in the overall management of the LLC/JV (e.g. participation on a management committee or managing board, voting rights, etc.).

10. Describe the ACDBE's share on the profits of the LLC/JV.

11. Describe the ACDBE's share in the risks of the LLC/JV.

12. Describe the roles and responsibilities of each LLC/JV participant with respect to managing the LLC/JV (use additional sheets if necessary):

    a. ACDBE joint venture participant
    b. Non-ACDBE LLC/JV participant

13. Describe the roles and responsibilities of each LLC/JV participant with respect to operation of the LLC/JV (use additional sheets if necessary):

    a. ACDBE joint venture participant
    b. Non-ACDBE LLC/JV participant

14. Which firm will be responsible for accounting functions relative to the LLC/JV's business?

15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

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

	Non-ACDBE Firm	ACDBE Firm	LLC/JV
Management			
Administrative			
Support			
Hourly Employees			

17. Please provide the name of the person who will be responsible for hiring employees for the LLC/JV. Who will they be employed by?

18. Are any of the proposed LLC/JV employees currently employees of any of the LLC/JV partners? Yes ☐ No ☐

    If yes, please list the number and positions and indicate which firm currently employs the individual(s).

19. Attach a copy of the proposed LLC/JV agreement, Promissory note or loan agreement (if applicable), and any and all written agreements between the LLC/JV partners.

RFP ATTACHMENT F

SIGNATURE PAGE
To be submitted with Respondent's Proposal as TAB 13

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit F, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibit F.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Proposal and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

RFP ATTACHMENT G

PROPOSAL CHECKLIST
To be submitted with Respondent's Proposal as <u>TAB 14</u>

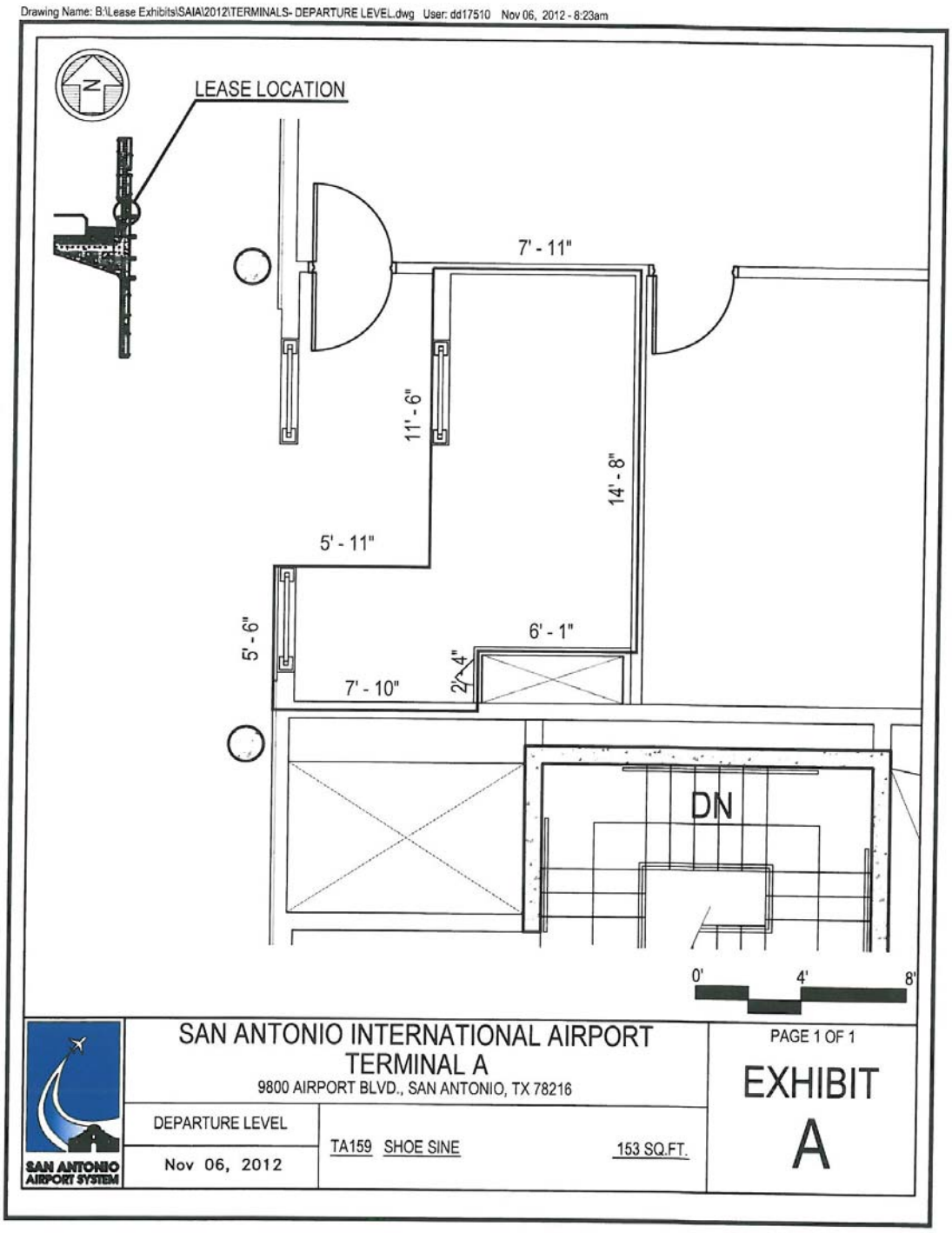
Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	**Document**	**Initial to Indicate Document is Attached to Proposal**
	Table of Contents	
1	Executive Summary	
2	General Information and References (Attachment A, Part One)	
3	Experience and Qualifications (Attachment A, Part Two)	
4	Proposed Concession Plan (Attachment A, Part Three)	
5	Compensation Schedule (Attachment B)	
6	Discretionary Contracts Disclosure (Attachment C)	
7	Litigation Disclosure (Attachment D)	
8	DBE Forms *Provide with ORIGINAL only.* (Attachment E) * One (1) DBE Form 1 • Proof of Certification, if applicable • ACDBE LLC/Joint Venture Information form, if applicable o LLC/JV agreement(s) o Other Relevant Loan or LLC/JV Document(s) • Narrative Statement	
9	Proof of Insurability *Provide with ORIGINAL only.* • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
10	Proposal Bond *Provide with ORIGINAL only.* • In similar format as RFP Exhibit E • Associated Power-of-Attorney	
11	Financial Information *Provide with ORIGINAL only.*	
12	Changes to Concession Agreement	
13	* Signature Page (Attachment F)	
14	Proposal Checklist (Attachment G)	
	One (1) Original and five (5) Copies of Proposal and One (1) CD of entire Proposal in Adobe PDF format.	

*** Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submitting proposal.**

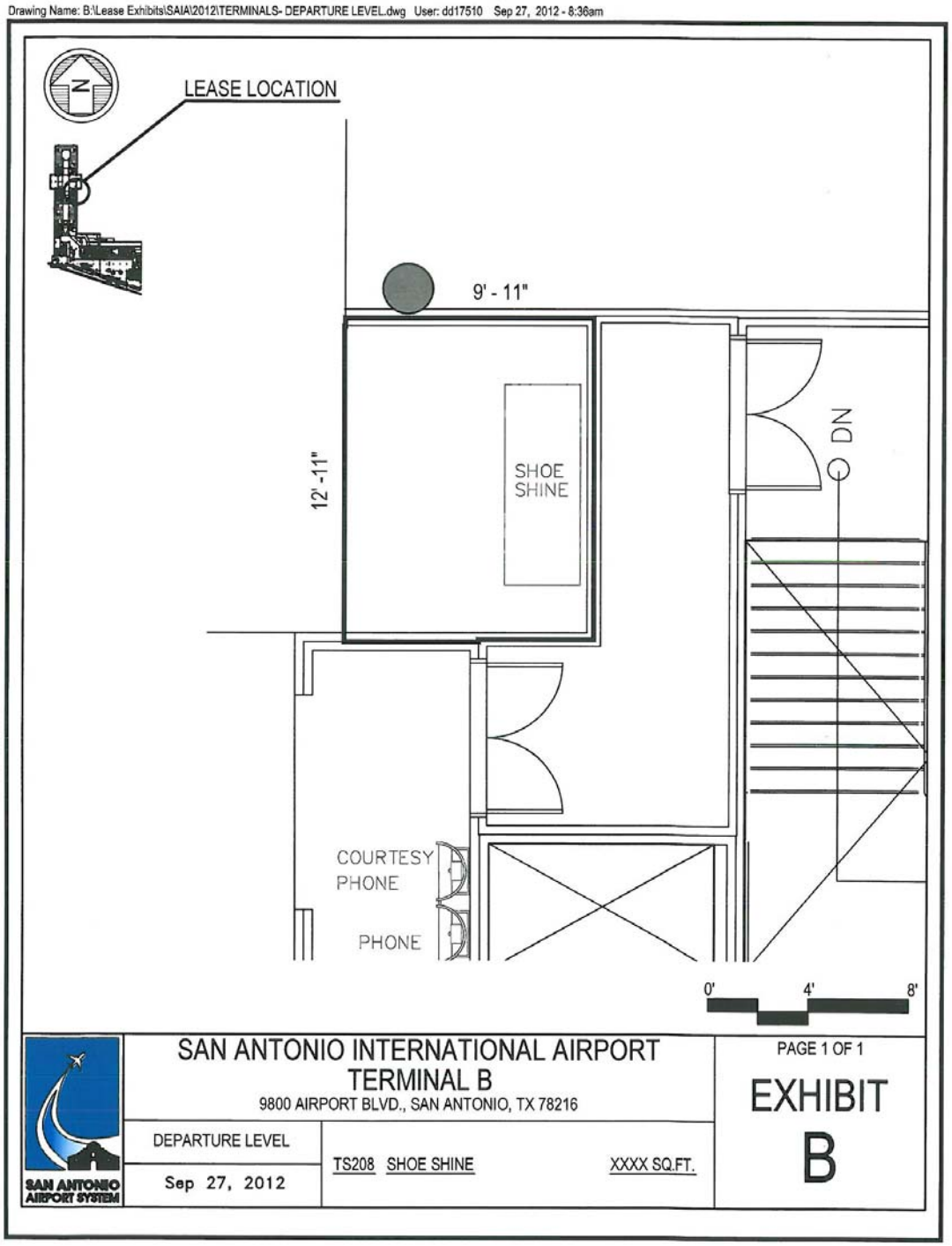
RFP EXHIBITS A

RFP Exhibit A – Terminal A Space TA-160



RFP EXHIBITS B

RFP Exhibit B – Terminal B Space TS-203



RFP EXHIBIT C

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.

2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his

responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT

3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.

4) As of October 1, 2011 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1st Offense	25.00
2nd Offense	50.00
3rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.

6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.

7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The

Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.

2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.

3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A $5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.

4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.

5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

   The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

ATTACHMENT A TO EXHIBIT C

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED
CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. 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
    9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

RFP EXHIBIT D

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL FOR SHOE SHINE CONCESSION is 9.1%

DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 applies to the contract.

B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.

C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program may be obtained through the airport's DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City's Aviation Department.

D. ***Notification is hereby given that an ACDBE contract specific goal has been established on this contract***. The applicable ACDBE goal is 9.1% of the total gross revenues of this contract for Specialty Retail Concessions.

E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent's efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent's official should coordinate and ensure approval of the required "*Good-Faith Effort Plan*" **(**Attachment E - **DBE/ACDBE Form 1).**

F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.

G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation

Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future airport contracts.

H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE/ACDBE Good-Faith Effort Plan*". *Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract.* Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.

I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C-319, San Antonio, Texas 78230 (210-227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.

J. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate".

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors".

K. All changes to the list of subcontractors submitted with the proposal and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department's DBE/ACDBE Liaison Office. When adding, changing, or deleting subcontractors on airport projects Aviation Department approval is required. *Contractors shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the contract with another DBE/ACDBE*.

L. Failure or refusal by a Respondent or Contractor to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

a. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
b. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
c. A description of the work to be performed by all the Joint Venture Partners.
d. Proof of current certification status of the individual DBE venture partners.

RECONSIDERATION MECHANISM

The Aviation Department's DBE/ACDBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Proposer, the DBE/ACDBE Liaison determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith

efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

The Aviation Director may determine that the efforts of the Respondent substantially comply with the purpose of this program and such determination is in the best interest of the DBE/ACDBE Program and the City. However, if the Aviation Director determines that the Respondent did not make good faith efforts to meet the goal, the decision is not administratively appeasable to the Department of Transportation.

COMPLIANCE

If a Respondent is awarded a contract:

1. The bidder/respondent must not terminate for convenience a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the bidder/respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.

2. The Respondent will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Respondent will be required to obtain the DBE/ACDBE Liaison's approval prior to adding, changing, or deleting subcontractors on airport projects and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

CONTRACT REQUIREMENTS

The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make "good faith efforts' to obtain DBE/ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under contract to the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

RFP EXHIBIT E

PROPOSAL BOND FORMAT SAMPLE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Proposer)

_____

hereinafter called the Principal, and _____

_____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of $(*enter value of bond*) *(Note to Respondent: Bond should be in the amount of either 50% of the Respondent's proposed Lease Year 1 Minimum Annual Guarantee (MAG))* as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Airport Specialty Retail Concessions, Terminal B, Space # ___ at the San Antonio International Airport.

WHEREAS, the Successful Proposer shall be executing one contract for the performance of its obligations to the Obligee. (hereinafter referred to as "the Contract".) Such penal sum shall serve the Principal's duty to enter into the Contract and furnish such bonds and other instruments as may be specified in the Contract Documents.

NOW THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Document within fifteen (15) days after the date of transmittal of the Contract Document to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ DAY of _____ A.D., 20___.

By: _____
(Principal)

_____
(Signature and Title)

*By: _____
(Surety)

_____
(Attorney-in-fact)

*Attach Power of Attorney for Surety's for Attorney-in-Fact with "live seal". **Surety Seal**

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

RFP EXHIBIT F

DRAFT CONCESSION AGREEMENT

Document Posted Separately