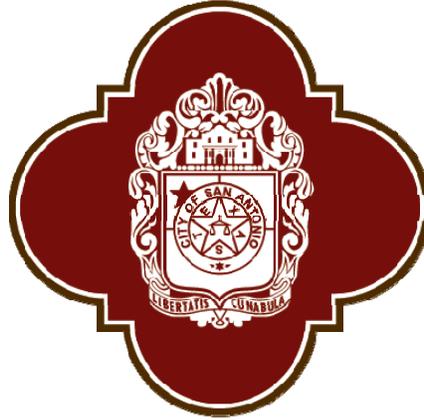


CITY OF SAN ANTONIO

CONVENTION AND SPORTS FACILITIES



**REQUEST FOR PROPOSALS
("RFP")**

RFP-2015-026

for

CONCESSIONS AND CATERING FOR THE ALAMODOME

Release Date: **July 31, 2015**

Proposals Due: **September 18, 2015, 11:00 a.m., Central Time**

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 - BACKGROUND

The City of San Antonio Convention and Sports Facilities Department (“City”) seeks Proposals from qualified Respondents interested in providing concessions and catering services on an exclusive basis, as well as merchandise services, at the Alamodome (“Facility”), as described in this RFP.

Opened in May 1993, the Facility is a 65,000-seat multi-purpose facility, owned and operated by the City of San Antonio, that has hosted events for the NBA World Champion San Antonio Spurs, the University of Texas at San Antonio (UTSA) Roadrunners Football Program, the Annual Alamo Bowl Football Game, NCAA Basketball and Volleyball Tournament games, as well as the Men’s and Women’s Final Four Basketball Championship. The facility’s curtain wall system provides many different seating configurations, including a popular 10,000 seat arena configuration, and can host virtually any type of event, including most sports (football, soccer, basketball, boxing, hockey, baseball, volleyball), family and entertainment shows, concerts, trade and consumer shows, exhibitions, corporate conventions, and automobile shows.

As the result of a 2012 feasibility study to determine a conceptual design to modernize and upgrade the facility with the latest amenities, the study identified renovations within the Facility which would allow the complex to continue to serve as a choice venue for future national events. The identified renovations allow for the Facility to become a part of an integrated “convention package” along with the Henry B. Gonzalez Convention Center. The \$41 million renovation project is slated to be completed by Fall 2017. Highlights include:

1. expanding Plaza Level concourse area along the east and west sides of the Facility
2. renovating and expanding the eight concessions stands on the Plaza Level, maintaining the current 36 points-of-sale per quadrant, but adding approximately 24k sq. ft - the concessions stands are expected to be completed as follows: **Phase 1 – Quads A & C – August 30, 2016; Phase 2 – Quads B & D – April 30, 2017** – for additional information see **RFP Exhibit 7 Concessions Renovations**
3. adding 24k sq. ft. Media Center beneath the North Plaza of the Facility
4. adding terraces on the Club Level above the east and west Plaza Level concourse expansions
5. other renovations and technology improvements, including 8k sq. ft. Photo Work Room, Arena Control Room in southeast quadrant of Field Level, basketball locker rooms, and digital display score boards, ribbon boards, and lighting enhancements in the arena

In November of 2014, the NCAA selected the Facility and the City of San Antonio to host the NCAA Men’s College Basketball Final 4 Tournament in 2018. A contributing factor of the City winning the bid relied on the integrated nature of the Facility and Henry B. Gonzalez Convention Center, along with the City’s commitment to have the Facility’s renovations completed.

The City encourages Respondents to go online to view the proposed Facility improvements at <http://www.alamodome.com/traffic-alert/alamodome-improvements-video>.

004 - SCOPE OF SERVICE

The Scope of Services of this RFP includes:

1. Exclusive food and beverage catering, restaurant, suite service, and concessions sales and services, including non-alcoholic and alcoholic beverage services, and non-exclusive ancillary services customarily related to catering (i.e. linen & equipment rental, flowers. etc.);
 - a. 52 suites with a total seating capacity of 996
 - b. Hall of Fame Club (seating capacity 250) and Top of the Dome Club Restaurants and Bars (seating capacity 180)
 - c. 24 permanent concession stands with approximately 230 POS
 - d. Portable concessions program with portable concession stands and POS, including permanent portable stands on the Upper Level, with additional portable concessions stands for larger events.
 - e. Hawking program.
2. Non-exclusive merchandise sales and services with the City retaining 100% of net profits after the

successful Respondent earns a management fee of 3% of Gross Receipts.

The selected firm should understand and have experience in the stadium food service environment. It is the expectation that the selected firm shall operate in such a manner consistent with food and beverage operating standards and best practices utilized in the hospitality industry. All food and beverages prepared and served shall be of the highest standard of quality and purity, and shall be appropriately prepared and served. The selected firm shall provide the essential elements needed to accomplish the specific requirements and standards of performance based on generally accepted agreement standards, best practices, and the City's rules and regulations as detailed in the attached draft agreement including:

1. qualified personnel and appearance
2. insurance requirements
3. sanitation practices and conditions, and equipment maintenance
4. service quality, attentiveness, courteousness, etc.
5. food quality, presentation, and merchandising
6. training program techniques, schedules, and records
7. safety conditions
8. operational performance from a financial perspective
9. operating requirements
10. recordkeeping and accountability
11. SBEDA fulfillment

This contract is being issued pursuant to the City's Minority/Women Business Enterprise (M/WBE) Joint Venture Program. Respondents should be aware that up to 20 of the possible 100 evaluation points will be awarded to eligible M/WBE joint ventures meeting the program parameters as outlined in **RFP Section 012 Evaluation Criteria** and **RFP Exhibit 1 SBEDA Ordinance Compliance Provisions**.

Service Rights

The exclusive rights granted under the contract will extend to all portions of the interior and exterior of the Facility that are operated or under the control of the City and used in conjunction with the Facility. The following events, areas and/or menu items are excluded from these rights:

1. Field Entertainment events (competing concessions food items, which promoter has exclusivity to sell, such as popcorn, peanuts, sno-cones, cotton candy, and merchandise);
2. Backstage, upon promoter request, at the sole discretion of City;
3. Offices, locker rooms, dressing rooms, or in any area of the Facility during non-events, other than designated food service areas, may be excluded at the sole discretion of the City;
4. Additional events at the Director or designee's discretion, approximately three events annually.
5. Unique catering requirements of individual event licensees, such as Kosher, Indian and other ethnic foods, not regularly prepared by the successful Respondent, may be excluded from these rights, at the sole discretion of the City.
6. Vending machines are excluded and the City reserves the right to place vending machines in any employee area of the facility.

Investment & Compensation to City

The City will deliver to the selected Respondent a turnkey operation of all existing food service areas, including the eight Plaza Level concessions stands being renovated and expanded as described above, and existing equipment, including portable carts. The selected Respondent will provide the City with a **one-time cash payment of \$1,600,000** for the rights to this agreement. In addition to this cash payment, the selected Respondent will provide the capital investment described below.

1. Providing and Installing a New POS System –the selected Respondent will be responsible for providing and installing a new POS system for 300 permanent and portable concessions points-of-sale in the Facility, acceptable to the City, with dynamic, robust and appealing ordering systems and POS units utilizing the latest in wireless, handheld devices and technology. This includes distribution of data telecommunications lines within food service areas. The POS system

must accept cash, credit and debit cards, and other forms of electronic payment, such as value-added tickets and mobile and digital wallet payments, such as Apple Pay. The system must manage all facets of the food service operation, including detailed reporting for the City on all transactional data, while ensuring data security, PCI compliance, and transaction speed. This includes providing for in-seat ordering and service, and technological efficiencies for reducing concession stand wait times and improving customer satisfaction through mobile apps, text alerts and social media, , etc. The Facility has Distributed Antenna and Wi-Fi systems for all levels except the upper level. The Facility is wired to accept the POS now, but no POS system is currently used.

2. Providing New Smallwares for the Kitchens, Catering, Concessions, Suites, Restaurants and Bars
3. Providing New Place Settings and Serviceware for 500 Customers
4. Providing New Uniforms for All Full & Part-Time Staff, Not-For-Profit Group Labor, & Temporary Staffing
5. Providing Commissary/Transportation Equipment
6. Providing Respondent's Office Furniture, Equipment and Computers
7. Providing Any Other Equipment Necessary to Conduct Operations in a First-Class Manner

Respondents are required to propose this capital investment in **RFP Attachment D Compensation and Investment**. Selected Respondent will be responsible for the total monetary value proposed. If the total monetary value is less than the total actual equipment costs, then the Selected Respondent shall pay City the difference. At City's option, the selected Respondent shall pay this difference to City in-kind, in cash, or use the difference for other mutually beneficial purposes, including additional or replacement equipment or renovations.

This is a commission-based contract. Respondents are required to propose the commission rates in **RFP Attachment D Compensation and Investment**. **RFP Exhibits 6 - 13** are provided to Respondents for information purposes only and no guarantee is made by the City as to their completeness or accuracy. Failure on the part of the City to meet event projections shall not relieve the Respondent from the obligation to comply with the Agreement.

The City intends to pursue Major Events for the Facility with large financial impact to the venue and the City. For food and beverage sales in all categories during those events, the City may approve Major Event pricing for food and beverage menus and the successful Respondent will pay a bonus percentage on all food and beverage sold during that Major Event as indicated on their proposal form.

In addition, the successful Respondent will be required to provide annual marketing support at a value of **\$100,000** which shall include without limitation, all food and beverages at cost to the City for their marketing functions of the Facility, as directed by the City. Any costs in excess of the **\$100,000** will be billed at cost. These sales shall be excluded from Gross Receipts. The successful Respondent will be required to provide Food Service at a **15%** discount to other City entities. These sales, less the discount, shall be included in Gross Receipts.

Cleaning & Maintenance

The City owns all of the existing food service equipment currently inside the Facility indicated in **RFP Exhibit 11 Current Equipment**. The successful Respondent is responsible, at its cost, for all maintenance, repair and replacement of City-owned equipment, which is supplied in good operating condition, normal wear and tear excepted. The successful Respondent must establish and maintain a reserve account for equipment repair and maintenance in an amount equal to **2%** of Gross Receipts.

All expenditures from the reserve account require the prior written approval of the City. Any money left in the account at the end of the Agreement will belong to the City. The successful Respondent is responsible for the cost of repairing City-owned equipment damaged as a result of acts or omissions of Respondent. If the City-owned equipment is unable to be repaired, the successful Respondent is responsible for replacing the equipment with equipment of equal value and quality at Respondent's expense. The successful Respondent is required to regularly perform a joint inventory of all City-owned equipment per City requirements and is responsible, at its cost, for replacement of all City-owned equipment that is unaccounted for after each inventory. The successful Respondent may request the City remove any equipment that is no longer needed for the operations. The successful Respondent may utilize non-City equipment (personal or leased), but must provide the City a list of all such equipment on a regular basis and must replace any such equipment as City requires.

The successful Respondent is also responsible for all costs associated with cleaning, maintenance and inspection in all of its assigned areas, including the space within a 25 foot radius of each Food Service Area, including:

1. pest control
2. vent hood, exhaust fan, and duct work cleaning
3. fire suppression (i.e. "Ansul"), and extinguisher service
4. floor and grease trap cleaning
5. dedicated food service dumpster
6. water softening and conditioning

The successful Respondent is required to utilize the City's pest control vendor, program and intervals. The successful Respondent is required to dispose of trash, recyclables, compostables, etc. (as applicable) in their own designated containers at the loading dock area, and those receptacles must be contracted through the City's approved vendor. The successful Respondent will be responsible for transporting their trash and garbage from all Food Service areas to the designated dumpster or recycling areas in the Facility. The City will designate locations where the successful Respondent may deposit their trash. The removal of the dumpster and recyclables from the Facility will be paid for by the successful Respondent. The City is responsible for ensuring the cleaning and maintenance of vent hoods, exhaust, and fire suppression systems (i.e. "Ansul"), as well as floor drains, is performed using City's vendors, but the successful Respondent is responsible for the cost, which will be invoiced at market rates.

Personnel

The successful Respondent will be required to conduct, maintain and document criminal background checks on all:

1. full and part-time staff
2. not-for-profit group labor
3. temporary staffing agency labor

Texas is a right-to-work state and no unions are engaged in providing food services at the Facility. There is not a living wage program currently in effect in San Antonio.

The successful Respondent is responsible for providing continuous training for personnel including not-for-profit group personnel. At a minimum, the training will consist of Customer Service, Alcohol Awareness (i.e. "TIPS"), Skills Training for each position, including suite set-up, food merchandising and wine service for all Catering Personnel, POS training, safety, food preparation, recycling and cash handling.

The City will provide office space for the successful Respondent's essential management staff, including Food and Beverage Manager and sales and accounting staffs.

Menus

The successful Respondent is responsible for submitting menus, portions and pricing to the City for approval as any changes are proposed. The submittal must include comparable venue pricing as required by the City.

Sustainability

The successful Respondent will be required to implement and maintain a recycling and sustainability plan consistent at a minimum with the City's regulations and policies.

City encourages the successful Respondent to phase-in a food waste reduction program by preferably reducing or donating wasted food. If preferred, City can provide space accommodations for the successful Respondent's recycling receptacles and equipment at the Facility to compost wasted food. City will set an annual waste diversion goal and the successful Respondent is responsible for submitting an annual report to City staff on the successful Respondent's progress.

The successful Respondent is responsible for complying with all current and future sustainability rules, regulations, laws, programs and requirements of the City and/or appropriate governmental bodies. This includes recycling, donation of unserved leftovers, composting, using utilities efficiently, using recycled materials, and using LEED-certified or "green" equipment, methods and applications.

Miscellaneous

Successful Respondent must be able to obtain and maintain a Full Mixed Beverage License for the entire venue, in addition to all Food Establishment/Mobile Food Permits. Beer, Alcohol and Wine are sold at all UTSA football games on all levels of the Facility.

The successful Respondent is responsible for all monthly recurring telecom usage costs associated with their operations, including, but not limited to, voice and data lines necessary for computer, POS, credit card and other equipment utilized in the Food Service operations. The Facility operates its own telecom system and the City will charge the successful Respondent for their telecom charges on a monthly basis. The City will provide telecommunications infrastructure to Food Service Areas, but the successful Respondent is responsible for distribution of all telecommunications inside Food Service Areas.

The successful Respondent is responsible for responding to and remediating negative City customer surveys in a timely manner.

The City currently has an exclusive non-alcoholic beverage pouring rights agreement with Pepsi Beverages Company that currently expires in November 2015. The City has no other sponsorship agreements.

This RFP is designed to allow Respondents the greatest amount of creativity in maximizing the facility's service levels to its customers.

For a more detailed listing of the successful Respondent's required investment and operating costs, see **RFP Exhibit 9 Investment and Operating Costs**.

005 - ADDITIONAL REQUIREMENTS

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 the amount of the contract price or \$100,000. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. 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 pursuant to §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. This bond must be executed and delivered to City prior to commencement of work under this contract.

Ownership and Licenses. In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is **15** years commencing **March 1, 2016**, and terminating **February 28, 2031**. There are no renewal options.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the **Alamodome, 100 Montana Street, San Antonio, TX 78203** at **10:00 a.m.**, Central Time, on **Tuesday, August 11, 2015**. Respondents are encouraged to prepare and submit their questions in writing 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-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents should bring a copy of this RFP to the Pre-Submittal Conference.

This meeting place is accessible to disabled persons. The Alamodome is wheelchair accessible. The accessible entrance is located on the south side of the Alamodome at the top of the loading docks. Accessible parking spaces are located in Lot A, located immediately adjacent to and south of the Alamodome. Lot A can be accessed from the Interstate 37 North access road, just north of E. Cesar Chavez Blvd. 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 response given at the Pre-Submittal Conference that is not confirmed in writing and posted with

this solicitation 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 the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, 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.

Respondents must submit a hard copy proposal. Submit one original, signed in ink and thirteen (13) copies of the proposal and one compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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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.

GENERAL INFORMATION FORM. Complete and submit the form in **RFP Attachment A, Part One.**

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the form in **RFP Attachment A, Part Two.**

PROPOSED PLAN. Use the form in **RFP Attachment A, Part Three.**

PROJECTED SALES. Complete and submit the form in **RFP Attachment B.**

MANAGEMENT STAFFING. Complete and submit the form in **RFP Attachment C.**

COMPENSATION AND INVESTMENT. Complete and submit the form in **RFP Attachment D.**

CONTRACTS DISCLOSURE FORM. Complete and submit the form in **RFP Attachment E**, which is posted separately, or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

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

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

LITIGATION DISCLOSURE FORM. Complete and submit the form in **RFP Attachment F.** 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.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit the form(s) in **RFP Attachment G.**

JOINT VENTURE INFORMATION FORM. Complete, sign and submit the form in **RFP Attachment H.**

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit the form in **RFP Attachment I.**

VETERAN-OWNED SMALL BUSINESS (VOSB) IDENTIFICATION FORM. Complete, sign and submit the form in **RFP Attachment J.**

PROPOSAL BOND. Respondent must submit a proposal bond, in a form acceptable to City, 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 the amount of **\$25,000**. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. 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, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. A letter of credit is acceptable, but cashier's checks are not acceptable. The proposal bond **must** accompany the proposal. Any proposals received without a Proposal Bond will be deemed non responsive.

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.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score. Submit a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting Principles, audited by an independent Certified Public Accountant. If voluminous, Respondent may elect to provide this information on a CD, labeled to indicate its contents, so long as the CD is provided by the deadline for submission of proposals and submitted in accordance with instructions for submission of hard copy proposals.

SIGNATURE PAGE. Complete, sign and submit the form in **RFP Attachment K.** 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.

EXCEPTIONS TO REQUEST FOR PROPOSALS (RFP) TERMS AND CONDITIONS. Submit any exceptions to terms and conditions in RFP. Submit as **RFP Attachment L.**

PROPOSAL CHECKLIST. Complete and submit the form in **RFP Attachment M.**

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 DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 - CHANGES TO RFP

The City reserves the right to make changes to the RFP prior to the due date. Changes to the RFP, shall be made by issuing addendums. It is Respondent's responsibility to check for new addendums until the proposal due date.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit one original signed in ink, 13 hard copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Concessions and Catering for the Alamodome RFP-2015-026**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m.**, Central Time, on **September 18, 2015** at the address below. 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 Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Convention and Sports Facilities
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: Convention and Sports Facilities
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format

1. Each proposal shall be typewritten with font size no less than 12-point.
2. All pages shall be numbered.
3. Exhibits, such as renderings, menus, etc, can be printed single-sided for presentation purposes.
4. Proposals must be securely bound.
5. Websites, or URLs shall not be submitted in lieu of the printed proposal.
6. Each proposal must include the sections and attachments in the sequence listed in the **RFP Section 008 Proposal Requirements**
7. Each section and attachment must be indexed, divided by tabs, and indexed in a Table of Contents page.
8. Each section should be separate on the CD.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. 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 Convention and Sports Facilities shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for 180 days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. 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; however, 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.

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

011 - RESTRICTIONS ON COMMUNICATION

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:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **10:00 a.m.**, Central Time, on **September 2, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Adam Velez, Procurement Specialist III
City of San Antonio, Finance Department**

adam.velez@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Ms. Irene Maldonado. Ms. Maldonado may be reached by telephone at (210) 207-8124 or by e-mail at irene.maldonado@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses 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.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

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.

012 - 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:

Experience, Background, Qualifications **(10 points)**

Proposed Plan **(15 points)**

Compensation and Investment **(40 points)**

Small Business Economic Development Advocacy Program SBEDA – **M/WBE Joint Venture Program – up to 20 pts.**

Respondents that qualify as Joint Ventures and which include M/WBE partners will receive up to 20 Evaluation Preference Points. The allocation of Points shall be as follows:

- i. 20 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing commercially useful work amounting to 50% or more of the overall contract value;
- ii. 15 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 40% up to 49% of the commercially useful work associated with the overall contract value;

- iii. 10 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 25% up to 39% of the commercially useful work associated with the overall contract value;
- iv. 5 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 10% up to 24% of the commercially useful work associated with the overall contract value; and

No Evaluation Preference Points will be awarded for: (1) Joint Ventures wherein the M/WBE Joint Venture partner is performing less than 10% of the overall contract value; or (2) for M/WBE participation as Subcontractors.

Joint Venture Respondents interested in receiving Evaluation Preference Points must submit an executed Joint Venture Information Form (reference **RFP Attachment H**) clearly delineating the rights and responsibilities of each member or partner and that ensures that the Joint Venture shall continue for, at a minimum, the duration of the project. In addition, discrepancies between the Joint Venture Information Form and the written Joint Venture agreement may result in no Evaluation Preference Points being awarded for this category.

Local Preference Program (**10 Points**)

Veteran's Preference Program (**5 Points**)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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.

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.

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.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent 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.

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.

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

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

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. (Contracts Disclosure form may be found online at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Independent Respondent. 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.

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.

014 - SCHEDULE OF RFP EVENTS

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

RFP Release Date	Friday, July 31, 2015
Pre-Submittal Conference	Tuesday, August 11, 2015 at 10:00 a.m., Central Time
Final Questions Accepted	Wednesday, September 2, 2015 at 10:00 a.m., Central Time
Proposal Due Date	Friday, September 18, 2015 at 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA ORDINANCE COMPLIANCE PROVISIONS

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request **must** fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or “Certified” – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Concessionaire to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if Concessionaire attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the Concessionaire shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the Concessionaire and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Concessionaires or Respondents.

Good Faith Efforts – documentation of the Concessionaire’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or

M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of Concessionaire's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture – a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Concessionaires and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the Concessionaire.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, Concessionaire is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or

have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or Concessionaire in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the Concessionaire and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Concessionaire's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the Concessionaire's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of Concessionaire's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As Concessionaire acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of Concessionaire's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. Concessionaire voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, Concessionaire further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. Concessionaire shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding Concessionaire's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. Concessionaire shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Concessionaire or its Subcontractors or suppliers;
3. Concessionaire shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. Concessionaire shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Concessionaire's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Concessionaire to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Concessionaire of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. Concessionaire shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. Concessionaire shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Concessionaire's Subcontractor / Supplier Utilization Plan, the Concessionaire shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or

HUBZone firm utilization goals, and the Concessionaire and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. Concessionaire acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the Concessionaire and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and Concessionaire has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. Concessionaire hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

M/WBE Joint Venture Program. In accordance with SBEDA Ordinance Section III. D. 6. (c), this Professional Services contract is being issued pursuant to the M/WBE Joint Venture Program. Therefore, the documentation that Concessionaire submitted with its proposal for this CITY Professional Services contract reflecting the name or names of the M/WBE Joint Venture partner(s) that will participate on the project; the percentage of prime contract dollars and the absolute dollar value of the services that will be provided by each M/WBE Joint Venture partner; and a description of the work that each M/WBE Joint Venture partner shall be responsible for performing under the terms of the Joint Venture agreement with Concessionaire is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, failure of Concessionaire to attain this agreed-upon level of M/WBE Joint Venture participation in performing a Commercially Useful Function under its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization of M/WBE Joint Venture participation, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. Concessionaire agrees to subcontract at least **thirteen percent (13%)** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is being awarded pursuant to the M/WBE Subcontracting Program. Concessionaire agrees to subcontract at least **ten percent (10%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

The Subcontractor / Supplier Utilization Plan that Concessionaire submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by Concessionaire on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE and M/WBE Subcontractor, and documentation including a description of each SBE and M/WBE Subcontractor's scope of work and confirmation of each SBE and M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Concessionaire to attain this subcontracting goal for SBE and M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE and M/WBE subcontracting goals,

and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontracting Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the SBE subcontracting goal of 13% and M/WBE subcontracting goal of 10% that have been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Professional Services industry, as reflected in the City's Centralized Vendor Registration system for the month of April 2015, African-American owned firms represent approximately 2.54% of available subcontractors, Hispanic-American firms represent approximately 7.44%, Asian-American firms represent approximately 0.64%, Native American firms represent approximately 0.00%, and Women-owned firms represent approximately 5.28% of available professional services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the Concessionaire represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Concessionaire shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Concessionaire's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Concessionaire shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by Concessionaire, Concessionaire shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the Concessionaire's reported subcontract participation is accurate. Concessionaire shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of Concessionaire's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Concessionaire, and no new CITY contracts shall be issued to the Concessionaire until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, Concessionaire acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm,

Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of Concessionaire or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed certificate(s) of insurance to the City's Convention and Sports Facilities Department, which shall be clearly labeled "**Concessions and Catering for the Alamodome**" in the description of operations block of the certificate. The certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a memorandum of insurance or binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention and Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

2. City reserves the right to review the insurance requirements of this article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

3. A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate per project, or its equivalent in Umbrella or Excess Liability Coverage f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime Policy	\$100,000 per occurrence
6. Umbrella/Excess Policy	\$10,000,000 per occurrence
7. Liquor Legal Liability	\$10,000,000 per occurrence, or its equivalent in Umbrella or Excess Coverage

4. At the discretion of the Respondent, any subcontractors and/or suppliers providing goods or services hereunder may be required to obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the

Respondent and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

5. As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Convention & Sports Facilities
Attn: Fiscal Division
P.O. Box 1809
San Antonio, Texas 78296-1809

6. Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - a. Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - c. Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City
 - d. Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
7. Within five calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement certificate of insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
8. In addition to any other remedies City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Respondent to stop work hereunder, and/ or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
9. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

10. It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.
12. Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

1. **RESPONDENT** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY** and the elected officials, employees, officers, directors, volunteers and representatives of **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **RESPONDENT'S** activities under this **AGREEMENT**, including any acts or omissions of **RESPONDENT**, any agent, officer, director, representative, employee, consultant or subcontractor of **RESPONDENT**, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this **AGREEMENT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **CITY**, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
2. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
3. **RESPONDENT** shall advise **CITY** in writing within 24 hours of any claim or demand against **CITY** or **RESPONDENT** known to **RESPONDENT** related to or arising out of **RESPONDENT'S** activities under this **AGREEMENT**.
4. **Defense Counsel** - **City** shall have the right to select or to approve defense counsel to be retained by Respondent in fulfilling its obligation hereunder to defend and indemnify **City**, unless such right is expressly waived by **City** in writing. Respondent shall retain **City** approved defense counsel within seven (7) business days of **City's** written notice that **City** is invoking its right to indemnification under this Agreement. If Respondent fails to retain counsel within such time period, **City** shall have the right to retain defense counsel on its own behalf, and Respondent shall be liable for all costs incurred by **City**. **City** shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
5. **Employee Litigation** – In any and all claims against any party indemnified hereunder by any employee of Respondent, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondent or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program (LPP), by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program (LPP). For more information on the program, refer to the Local Preference Program (LPP) Identification Form attached to this solicitation as RFP Attachment I.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Program (LPP) Identification Form, RFP Attachment I.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM ORDINANCE

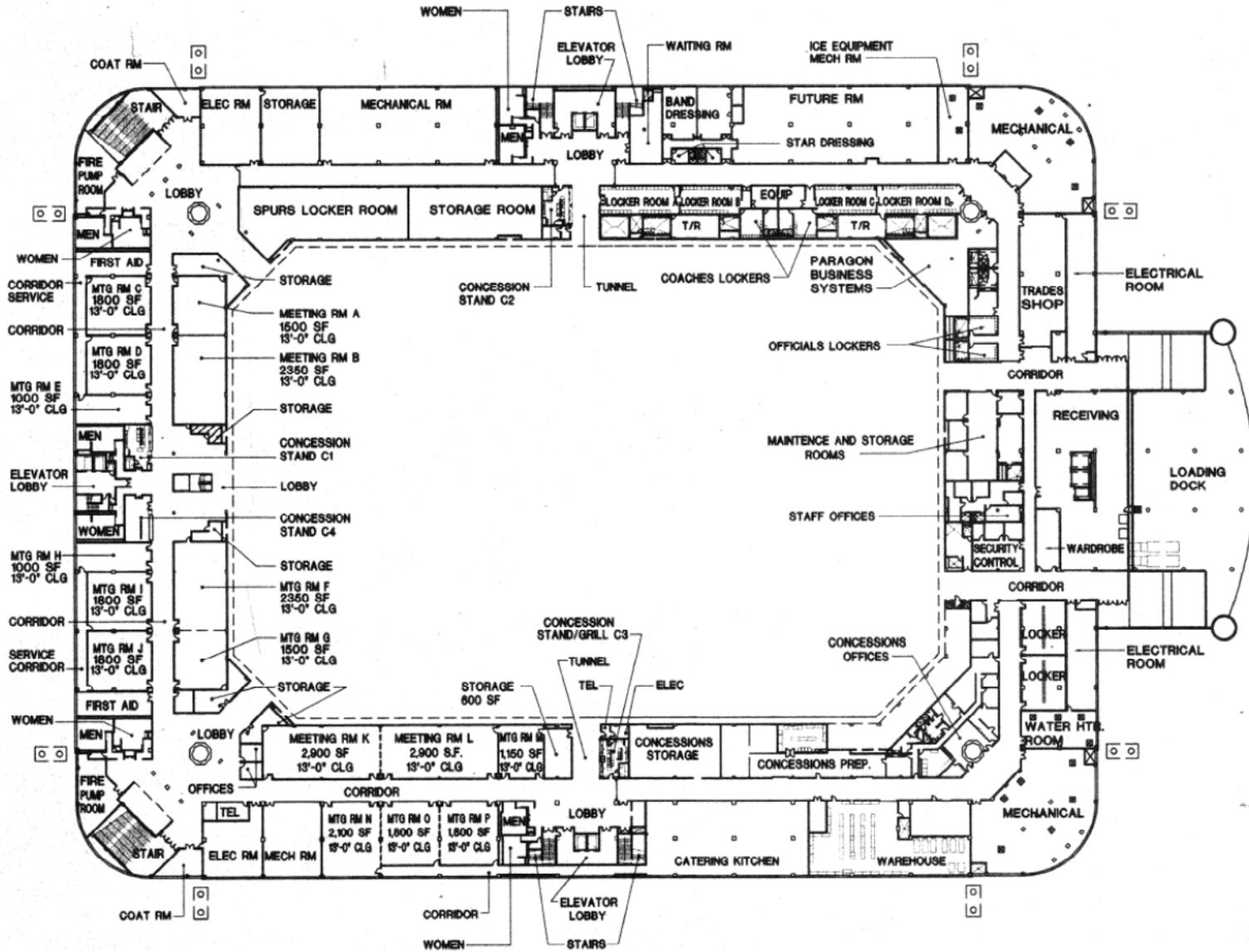
Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business (VOSB) Preference Program Identification Form attached to this solicitation as RFP Attachment J.

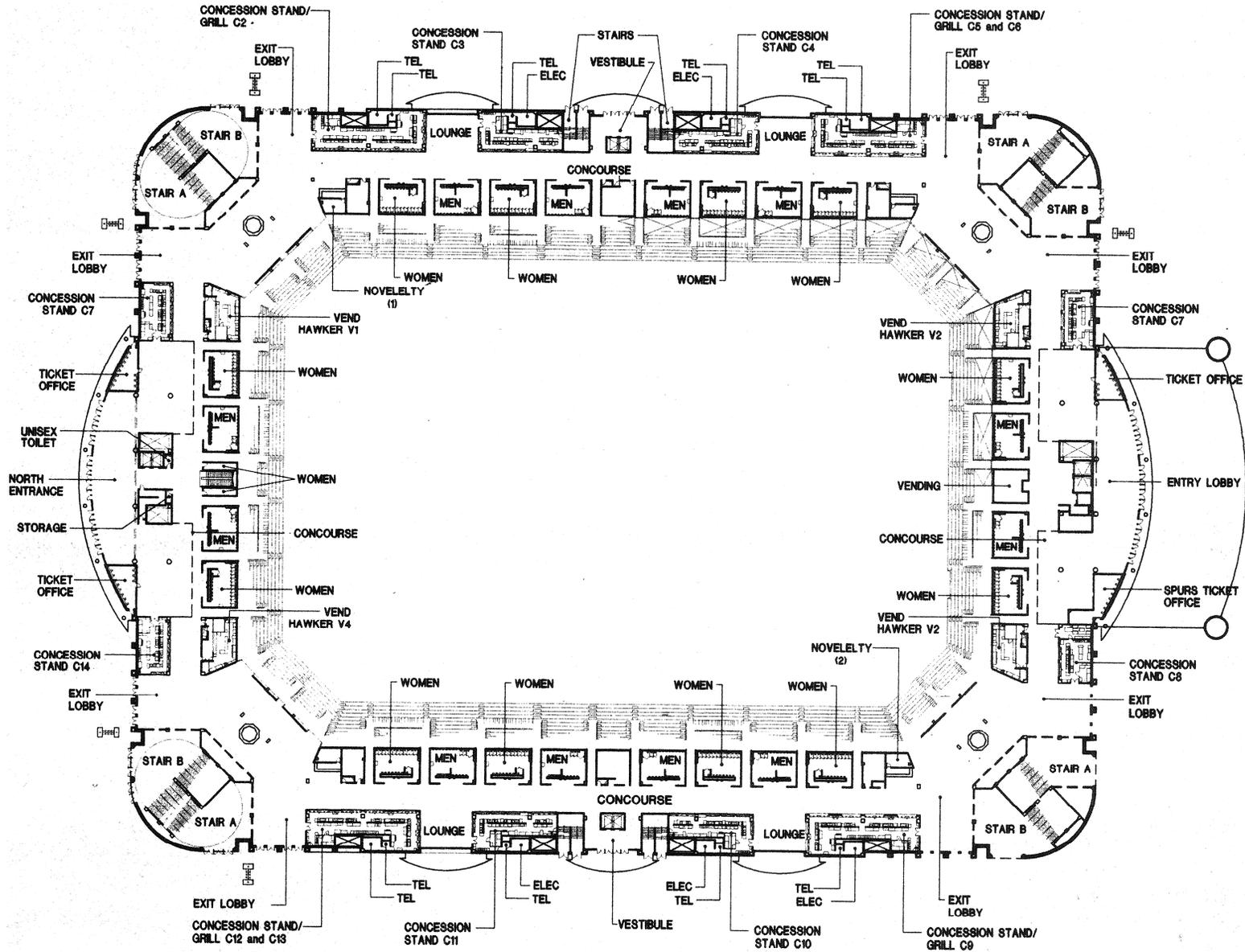
Respondent must complete and return the attached Veteran-Owned Small Business (VOSB) Preference Program Identification Form, RFP Attachment J.

RFP EXHIBIT 6
CURRENT FLOOR PLANS

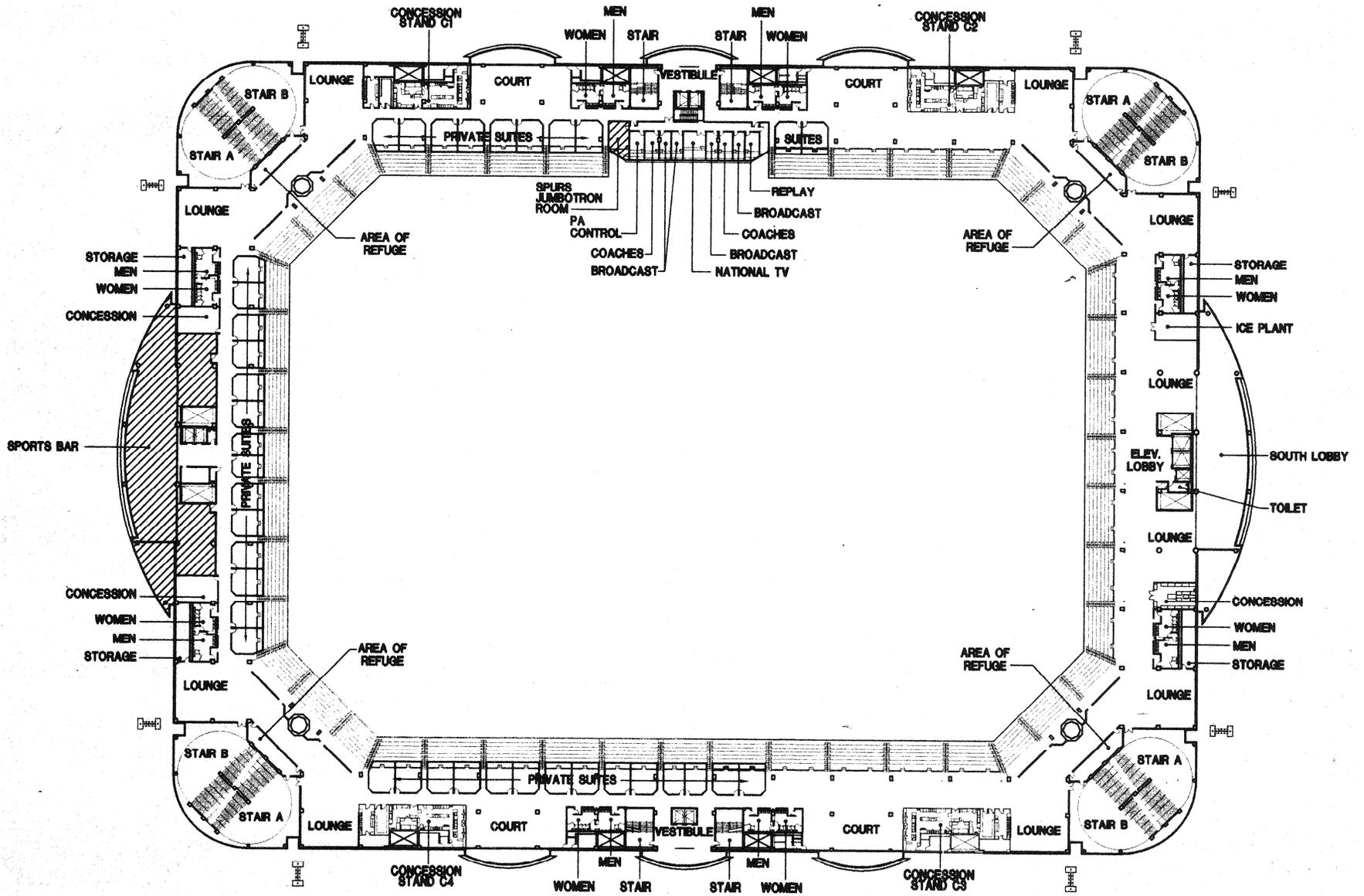
FIELD LEVEL



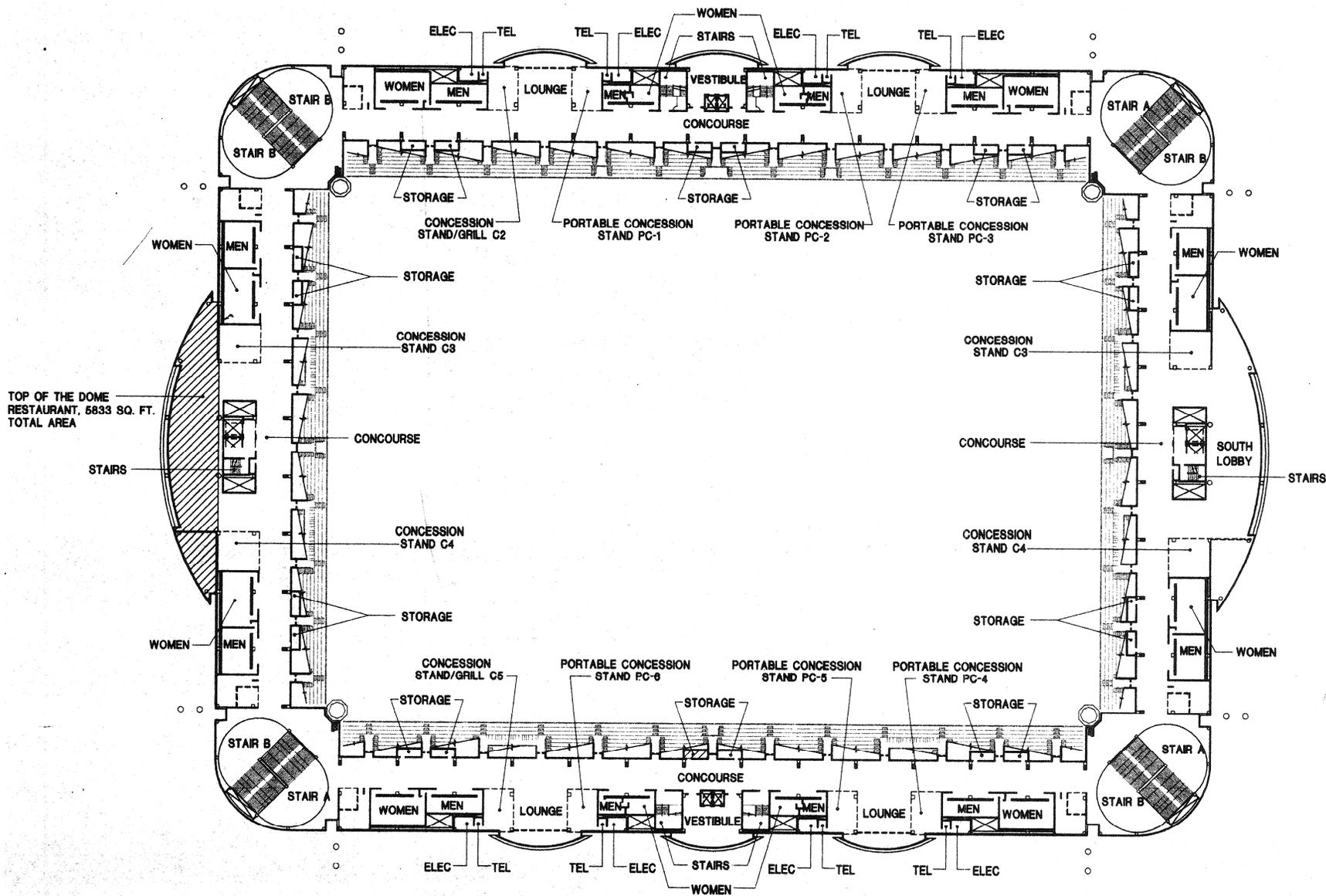
PLAZA LEVEL



CLUB LEVEL



UPPER LEVEL



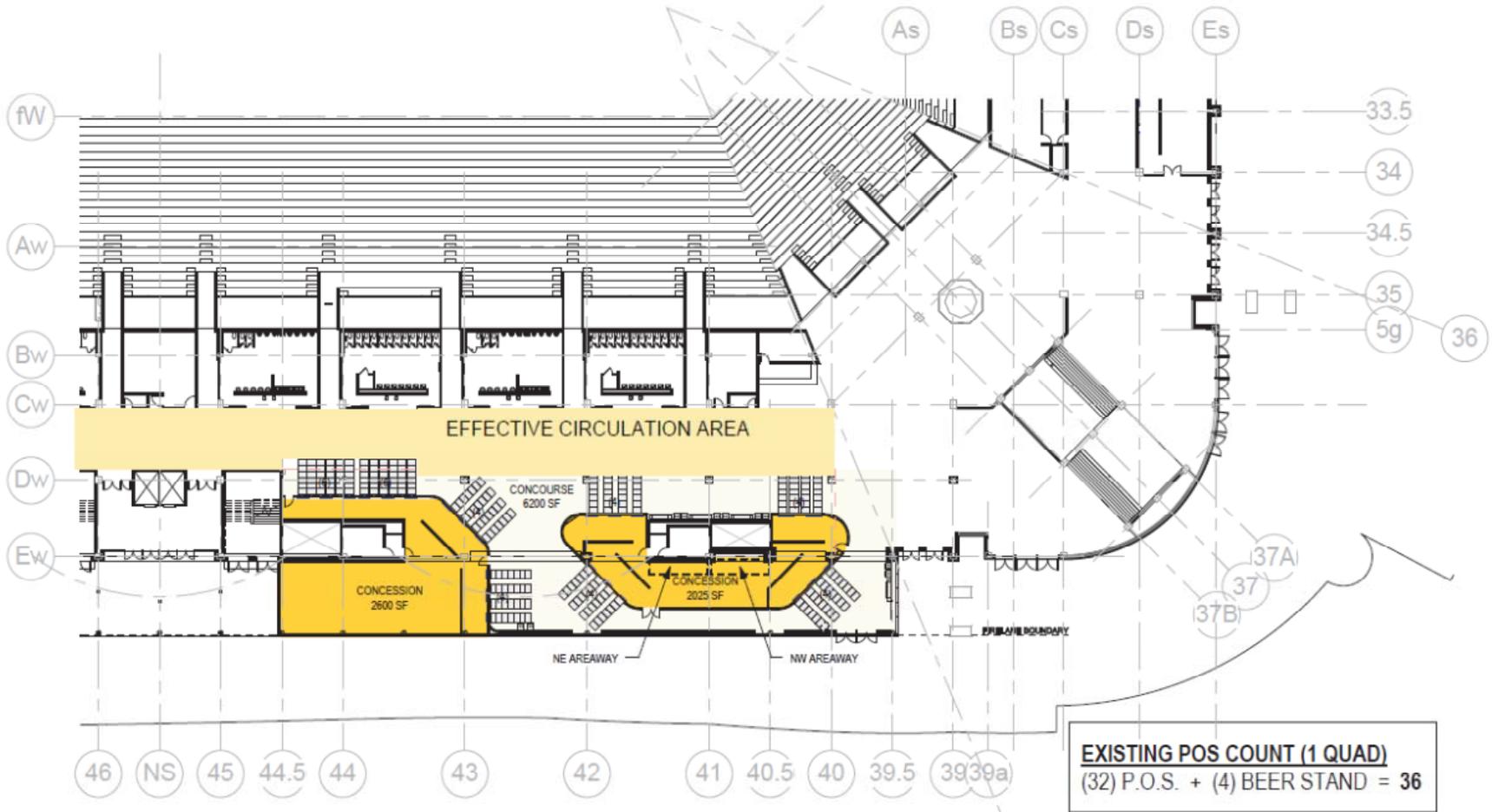
RFP EXHIBIT 7

CONCESSIONS RENOVATIONS

Design Intent

- Eight new concessions per quadrant will be provided to replace those demolished by the expansion of the east and west Plaza Level concourse.
- The four quads on the Plaza Level will have one cooking and one non-cooking concessions stand.
- Bars are also included in the design.
- The number of POS is the same or slightly higher.
- The new concessions will be designed to provide highly-efficient service to customers by placing all items within reach of servers.
- Menus should be limited so customers have fewer choices; variety should be provided by designating windows or sets of POS for specific menus or menu items. For instance, some POS should be beer only, offering a selection of beer, while others will be beverage only, offering a limited selection of beer, fountain and bottled drinks, and water.
- At a minimum, typical non-cooking concessions stands should offer menu items such as hot dogs, BBQ, nachos, popcorn, pretzels, snacks, ice cream, sandwiches and a variety of bottled and fountain beverages.
- Typical cooking concessions stands should offer menu items such as burgers, fried foods, pizza and ethnic offerings (i.e. Asian, Mexican, Italian).
- Back counters will allow space for food warmers, pretzel warmers, coffee makers, nacho stations, hot wells, ice tea machines, bottled beverage refrigerators, popcorn makers and warmers, etc.
- Pass-through windows, with built-in warming cabinets, will hold prepared items for sale.
- Draft beer systems will be supported by the walk-in coolers in each concessions stand to minimize line runs and product waste.
- All food and beverages should be served on disposable/recyclable serviceware. Trash and recycle stations will be located throughout the Plaza Level concourse.

Proposed Floor Plan (typical of all quadrants – four quadrants on Plaza Level)



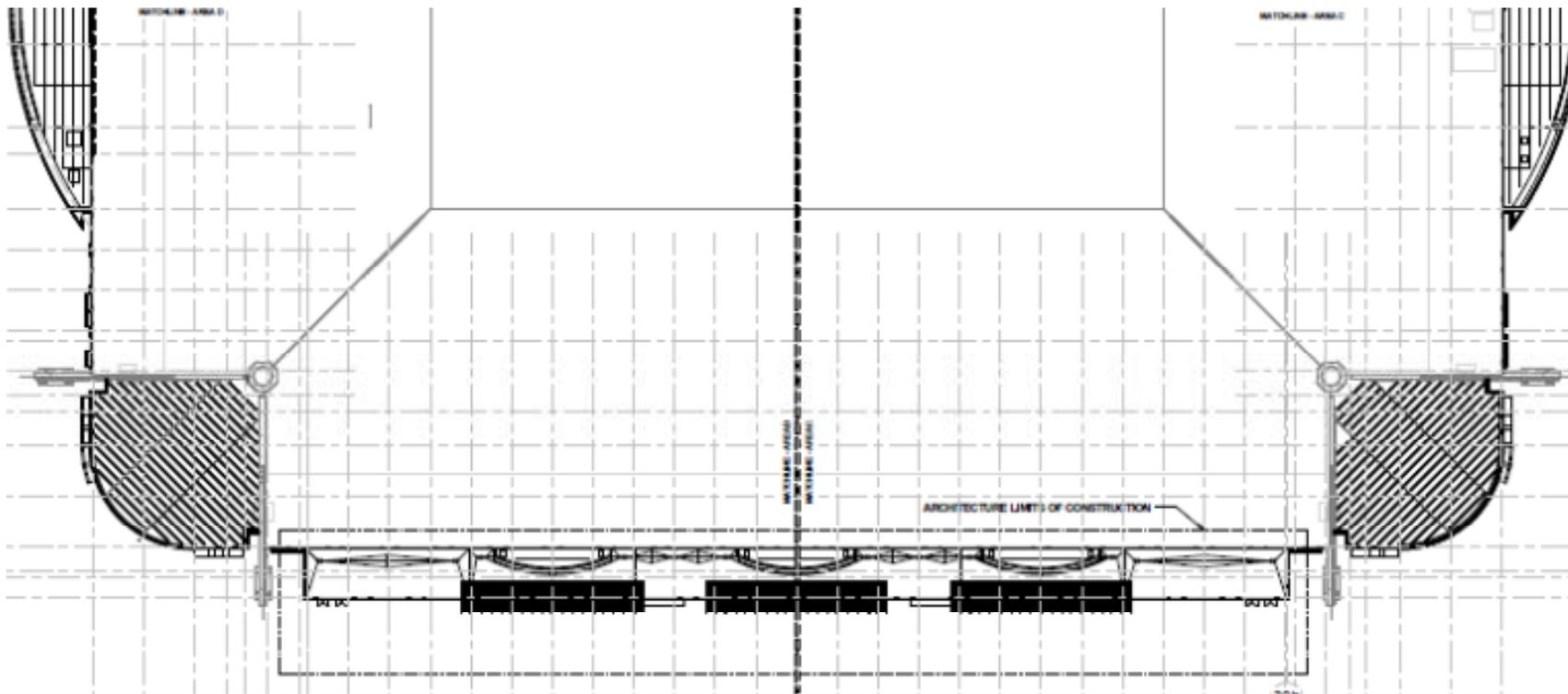
The following is a list of the maximum equipment capacity per quadrant (four quadrants on Plaza Level)
 (This does not obligate City to this quantity or mix of equipment – this is provided only as information):

2.001	Bag-in a box Rack	NIKEC
2.002	Carbonator	NIKEC
2.003	Beer System	
2.008	Beverage Line Brackets	
2.010	Draft Beer Tower, 2 taps and drainer	
2.012	Beer tower, 4 taps and drainer	
2.015	CO2 Tank	NIKEC
2.037	Soda Ice & Bev Dispenser	NIKEC
2.098	Beer Conduit	
2.099	Soda Conduit	
3.009	POS W drawer	NIKEC; DRAWER INSTALLED BELOW COUNTER TIP BY KEC
3.013	Cheese Dispenser	NIKEC
3.027	Cup Holder	
3.040	Keg Rack	
4.023	Oven-steamer, combo, boilerless, electric	CONDENSATE HOOD BUILT IN
4.038	Oven-steamer, combo, boilerless, electric	WITH STAND
4.096	Griddle, 48"	
4.176	Triple Fryer Battery, w/filter	
4.042	Hot Dog grill	WITH WARMING DRAWER BELOW
4.407	Smoker Oven	
4.125	Oven, Conveyor	
8.002	Ice Maker	EXISTING
8.015	Bin, Ice	EXISTING
8.015	Filter System, Ice Maker	
8.031	Filter System, Ice Maker	
9.002	SS wall sheathing	
9.011	SS Front Counter	
9.019	Vertical Beverage Line Chase	
9.021	SS Back Counter	
12.044	Refrigerator, Prep	
12.046	Refrigerator, Pizza Prep	
12.069	Bev Display Case, Refrigerated	
12.070	Bev Display Case, Refrigerated	
12.071	Bev Display Case, Refrigerated	
12.080	Refrigerator, Reach-In, One-Section	
12.085	Freezer, Reach-In, Three-Section	
12.696	Griddle Stand, Refrigerator	EXISTING
12.280	Proof Box, Roll-in, one section	
12.281	Refrigerator, Roll-in, two section	
12.284	Freezer, Roll-in, two section	
13.144	Shelving Unit, 24"x48", Mobile	5 SHELVES PER UNIT
13.145	Shelving Unit, 24"x60", Mobile	5 SHELVES PER UNIT
14.002	Hand Sink, Wall Mount	
14.003	Sink, Mop	WITH FAUCET, HOSE, HANGER, & MOP HOLDER
14.010	Triple Sink	EXISTING
14.021	Shelf Wall Mount 12"x48"	
15.000	Table, Work, 24"x24", mobile	
15.001	Table, Work, 24"x36", mobile	
15.013	Table, work 30"x60" mobile	WITH DRAWER & UNDERSHELF

16.001	Rack, Pan	TO FIT ROLL-IN UNITS
16.002	Rack Pan, Undercounter	
16.045	Cabinet, Mobile, Warming & Holding	
18.065	Fried Food Holding Station	WITH MOBILE STAND
18.103	Display Case, Heated	
18.104	Display Case, Heated, Pass through	
21.201	Exhaust Hood	
21.202	Exhaust Hood	
21.203	Exhaust Hood	
21.204	Exhaust Hood	
21.205	Exhaust Hood	
21.206	Exhaust Hood	
21.207	Exhaust Hood	
21.208	Exhaust Hood	
21.209	Fire Extinguishing system	
21.210	Exhaust Hood	
21.211	Exhaust Hood	
21.212	Exhaust Hood	
21.213	Exhaust Hood	
21.214	Exhaust Hood	
21.215	Exhaust Hood	
21.216	Exhaust Hood	
21.217	Exhaust Hood	
21.218	Exhaust Hood	
21.219	Exhaust Hood	
21.220	Exhaust Hood	
22.201	Walk-in cooler	Bally
22.201A	Refrigeration System	
22.201B	Refrigeration System	
22.201C	Refrigeration System	
22.202	Walk-in cooler	Bally
22.202A	Refrigeration System	
22.202B	Refrigeration System	
22.202C	Refrigeration System	
22.203	Walk-in cooler	Bally
22.203A	Refrigeration System	
22.203B	Refrigeration System	
22.203C	Refrigeration System	
22.204	Walk-in cooler	Bally
22.204A	Refrigeration System	
22.204B	Refrigeration System	
22.204C	Refrigeration System	
22.205	Walk-in cooler	Bally
22.205A	Refrigeration System	
22.206	Walk-in cooler	Bally
22.206A	Refrigeration System	
22.207	Walk-in cooler	Bally
22.207A	Refrigeration System	
22.208	Walk-in cooler	Bally
22.208A	Refrigeration System	
24.201	Food Shield	

Proposed Terrace Spaces (Club Level above east and west Plaza Level expansion)





Projected Construction Schedule *(subject to change as final construction documents are further developed)*

Activity	Phase 1 Quad A		Phase 1 Quad C		Phase 2 Quad B		Phase 2 Quad D	
	Early Start	Early Finish						
Demolition	04/18/16	04/22/16	04/19/16	04/25/16	01/17/17	01/23/17	01/17/17	01/23/17
Open Exterior Wall	04/25/16	04/27/16	04/26/16	04/28/16	01/24/17	01/26/17	01/24/17	01/26/17
Underground Mechanical/Electrical/Plumbing	04/28/16	05/05/16	04/29/16	05/05/16	01/27/17	02/02/17	01/27/17	02/02/17
Slab-On-Grade	05/05/16	05/11/16	05/06/16	05/12/16	02/03/17	02/09/17	02/03/17	02/09/17
Frame Walls	05/12/16	06/02/16	05/13/16	06/03/16	02/10/17	02/24/17	02/10/17	02/24/17
Mechanical/Electrical/Plumbing Rough-In	06/03/16	06/30/16	06/06/16	07/01/16	02/27/17	03/17/17	02/27/17	03/17/17
Close-Up Walls and Ceiling	07/01/16	07/15/16	07/05/16	07/18/16	03/20/17	03/31/17	03/20/17	03/31/17
Fixed Food Service Equipment	07/18/16	08/12/16	07/19/16	08/15/16	04/03/17	04/14/17	04/03/17	04/14/17
Testing and Sign-Off	08/15/16	08/23/16	08/16/16	08/24/16	04/17/17	04/24/17	04/17/17	04/24/17
Completion		08/23/16		08/24/16		04/24/17		04/24/17
Set-Up and Burn-In	08/24/16	09/01/16	08/25/16	09/01/16	04/25/17	05/01/17	04/25/17	05/01/17

Technology Information (applicable to all Food Service areas, not just renovated areas)

- The City has 80, 42" Texas Digital VitalCAST digital menuboard that are currently mounted on the outside of permanent concessions stands.
- The network infrastructure consists of single and multimode fiber, supporting a 1 gigabit Cisco-switch LAN, distributed as follows:
 - limited single mode and multimode fiber in all 4 quads on Field Level
 - limited single mode fiber in all 4 quads and multimode fiber in half of the quads on Plaza Level
 - single mode fiber in all 4 quads and multimode fiber in half of the quads on Mezzanine Level
 - single mode fiber in all 4 quads and multimode fiber in half of the quads on Club Level
 - no fiber on Upper Level
- The Facilities are currently wired to accept a POS, but no POS system is currently used. There are currently no CAT5 lines in any of the permanent or portable concession stand locations. These lines will be installed from the POS location to the Intermediate Distribution Frame (IDF) in each quad of each Facility level.
- Analog lines are used for credit card transactions. Only analog phone lines and cellular credit card terminals are used at this time for the current portable concessions locations. The dial tone is produced by a switch, so these are not POTS lines.
- Currently, no internet access exists for the POS and management systems. Internet will be provided once the network infrastructure is in place via fiber and CAT5.
- The Facility has a Distributed Antenna System (DAS) and Wi-Fi network. The DAS is provided by Verizon Wireless, and is currently the only carrier, and provides coverage to all levels and all areas of the Facility. The Wi-Fi network is provided by the City and currently only provides coverage in the Plaza and Club Level seating areas.
- The City has two phone systems in the Facility – one for City personnel and one for tenants and event customers. The current concessionaire uses the tenant and event customer phone system, and all concession stands have direct ringdowns to the concessionaire's warehouse.
- The successful Respondent is responsible for all monthly recurring telecom usage costs associated with their operations, including, but not limited to, voice and data lines necessary for computer, POS, credit card and other equipment utilized in the Food Service operations. The Facility operates its own telecom system and the City will charge the successful Respondent for their telecom charges on a monthly basis.
- The City will **not** specify the number of computers, laptops, printers, time clocks, reserve equipment, or any other equipment required for the concessions and catering operations. That is the responsibility of each Respondent to determine and propose. Also, the City does not require Bypass.
- The City will not provide any information regarding the current concessionaire's POS or information systems. Each Respondent should provide their best offer based on the requirements of this RFP.

The Facility is currently determining short- and long-term infrastructure needs, including any improvements to the scalability of existing systems.

RFP EXHIBIT 8

CURRENT COMMISSION STRUCTURE

Annual Sales Category	Percentage of Gross Receipts
Concession Sales between \$0 – \$1,588,895	35.0%
Concession Sales over \$1,588,895	40.0% (on the increment)
* Concessions Sales on Club Level	25%
* Concession Sales on Facility Grounds	35%
Subcontractor Sales	27.5%
Catering Sales	27%
Restaurant Sales	27%
Discounted Sales	Mutually agreed upon by City and Licensee

* Calculated in total Concession Sales to determine the applicable percentage (35% or 40%) of Gross Receipts due City on Concession Sales.

The current Concessions Sales threshold is the cumulative result of Consumer Price Index increases since 2003 when the initial sales threshold was \$1.25M.

Current Gross Receipts exclude Service Charges.

RFP EXHIBIT 9

INVESTMENT AND OPERATING COSTS

One-Time Cash Payment of \$1,600,000

Capital Equipment Investment (detail in RFP Attachment D Compensation and Investment)

(Note: Selected Respondent will be responsible for the total monetary value proposed. If the total monetary value is less than the total actual equipment costs, then the Selected Respondent shall pay City the difference. At City's option, the selected Respondent shall pay this difference to City in-kind, in cash, or use the difference for other mutually beneficial purposes, including additional or replacement equipment or renovations.)

1. New POS System for 300 Points-of-Sales
2. New Smallwares for Kitchens, Catering, Concessions, Suites, Restaurants and Bars
3. New Place Settings and Serviceware for 500 Customers
4. New Uniforms for All Full & Part-Time Staff, Not-For-Profit Group Labor, & Temporary Staffing
5. Commissary/Transportation Equipment
6. Respondent's Office Furniture, Equipment and Computers
7. Any Other Equipment Necessary to Conduct Operations in a First-Class Manner

Operating Costs

(Note: These operating costs may or may not be unique to this contract/Facility. These are non-inclusive. Estimates are current concessionaire estimates and Respondents should develop their own cost estimates for these items)

1. Annual Marketing Support of \$100,000
2. 15% Food Service Discount for Other City Functions
3. 2% Equipment Maintenance & Replacement Accrual Fund (of Gross Receipts, excluding Merchandise Sales)
4. M/WBE Joint Venture Program
5. SBE & M/WBE Subcontracting Programs
6. Performance Bond of \$100,000
7. Monthly Recurring Telecom Line & Usage Costs (est. \$23,000 annually)
8. Cleaning, Maintenance & Repair of Food Service Areas, & within 25 Foot Radius
9. Pest Control (est. \$20,000 annually)
10. Vent Hood, Exhaust Fan, & Duct Work Cleaning (est. \$8,000 annually)
11. Fire Suppression (i.e. "Ansul") & Extinguisher Service (est. \$7,000 annually)
12. Floor & Grease Trap Cleaning (est. \$12,000 annually)
13. Water Softening & Conditioning (est. \$18,000 annually)
14. Criminal Background Checks on Full & Part-Time Staff, Not-For-Profit Group Labor, & Temporary Staffing
15. Training for Staff & Not-For-Profit Group Labor
16. Recycling & Sustainability Plan with Food Waste Reduction Program
17. Full Mixed Beverage License & Bonds for Entire Facility (est. \$24,000 annually)
18. Food Establishment/Mobile Food Permits (est. \$9,000 annually)
19. Purchase of Exclusive Non-Alcoholic Beverage Products from Pepsi Beverages Co.
20. Annual Independent Audit of Gross Receipts

RFP EXHIBIT 10

HISTORIC & PROJECTED EVENTS AND ATTENDANCE

Event	Category	From	To	Days	Attend.
Oct. 2009 – Sep. 2010					
Multiple Sclerosis Bike Rodeo Expo	Community	10/02/09	10/04/09	3	4,153
Rock 'n' Roll Marathon	Community	11/13/09	11/15/09	3	43,761
Go Kids Fitness Challenge	Community	11/23/09	11/23/09	1	2,728
Fiesta Carnival	Community	04/14/10	04/25/10	12	0
Susan G. Komen Race for the Cure	Community	05/01/10	05/01/10	1	28,000
Community Subtotal				20	78,642
George Strait	Concert	05/01/10	05/01/10	1	53,899
La Mafia	Concert	05/23/10	05/23/10	1	6,837
Fiestas Patrias Conjunto Festival	Concert	09/25/10	09/25/10	1	0
Concert Subtotal				3	60,736
San Antonio Boat & RV Show	Consumer Trade	01/31/10	02/03/10	4	9,306
South Texas Winter Wine Festival	Consumer Trade	02/22/10	02/22/10	1	1,893
Spring Home & Garden Show	Consumer Trade	03/01/10	03/03/10	3	15,873
HEB Healthy Baby & Woman Expo	Consumer Trade	03/13/10	03/15/10	3	8,246
Texas Trophy Hunter's Assn. Hunters Extravaganza	Consumer Trade	07/10/10	07/10/10	3	7,447
Fall Home & Garden Show	Consumer Trade	09/26/10	09/28/10	3	15,873
Consumer Trade Subtotal				17	58,638
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/06/09	12/06/09	1	13,297
San Antonio Sports Hall of Fame Gala	Conventions/Banquets	02/20/10	02/20/10	1	1,045
Intl. Convention of Alcoholics Anonymous	Conventions/Banquets	07/04/10	07/08/10	5	125,196
Conventions/Banquets Subtotal				7	139,538
Monster Jam	Entertainment/Family	01/09/10	01/10/10	2	92,358
Disney on Ice	Entertainment/Family	03/17/10	03/21/10	8	46,533
Ringling Bros. Barnum & Bailey Circus	Entertainment/Family	06/16/10	06/20/10	6	33,368

Event	Category	From	To	Days	Attend.
Entertainment/Family Subtotal				16	172,259
Univ. of Phoenix Graduation	Graduations	02/13/10	02/13/10	1	3,011
High School Graduations	Graduations	06/01/10	06/11/10	20	116,025
Graduations Subtotal				21	119,036
Bands of America Marching Band Championships	Sporting/Competitions	10/23/09	10/24/09	2	11,061
Univ. of Notre Dame vs. Washington St. Univ. Football	Sporting/Competitions	10/31/09	10/31/09	1	64,282
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/02/09	11/03/09	2	17,502
High School Football Playoffs	Sporting/Competitions	11/19/09	11/21/09	5	21,226
High School Football Playoffs	Sporting/Competitions	11/27/09	11/28/09	6	36,016
High School Football State Championship	Sporting/Competitions	12/19/09	12/19/09	1	25,951
U.S. Army All-American Bowl	Sporting/Competitions	01/01/10	01/01/10	1	25,485
Valero Alamo Bowl	Sporting/Competitions	01/02/10	01/02/10	1	64,747
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/22/10	01/24/10	2	15,257
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/05/10	02/07/10	3	13,782
American Spirit Cheerleading Championships	Sporting/Competitions	03/06/10	03/07/10	3	7,736
NCAA Division I Women's Basketball Final Four	Sporting/Competitions	04/04/10	04/06/10	2	44,373
Boxing - Chavez vs. Duddy	Sporting/Competitions	06/26/10	06/26/10	1	6,822
Dallas Cowboys Training Camp	Sporting/Competitions	07/21/10	07/21/10	22	175,623
Dave Campbell's Texas Football Classic	Sporting/Competitions	08/26/10	08/28/10	5	14,950
Sporting/Competitions Subtotal				57	544,813
Oct. 2009 – Sep. 2010 Total				141	1,173,662

Oct. 2010 – Sep. 2011					
Multiple Sclerosis Bike Rodeo Expo	Community	10/08/10	10/10/10	3	6,956
Rock 'n' Roll Marathon	Community	11/12/10	11/14/10	3	37,180
Fiesta Carnival	Community	04/06/11	04/17/11	12	0
Go Kids Fitness Challenge	Community	04/10/11	04/10/11	1	2,728
Susan G. Komen Race for the Cure	Community	04/30/11	04/30/11	1	29,956
Community Subtotal				20	76,820
Disturbed/Korn/Sevendust/In This Moment	Concert	02/09/11	02/09/11	1	3,727

Event	Category	From	To	Days	Attend.
Stone Sour/Theory of a Dead Man/Skillet/Halestorm/Art of Dying	Concert	04/08/11	04/08/11	1	1,843
Avenged Sevenfold	Concert	05/18/11	05/18/11	1	7,577
Sugarland	Concert	05/28/11	05/28/11	1	5,857
Concert Subtotal				4	19,004
San Antonio Boat & RV Show	Consumer Trade	01/27/11	01/30/11	4	11,671
Spring Home & Garden Show	Consumer Trade	02/25/11	02/27/11	3	14,438
Texas Trophy Hunter's Assn. Hunters Extravaganza	Consumer Trade	07/15/11	07/17/11	3	9,412
Fall Home & Garden Show	Consumer Trade	09/30/11	10/02/11	3	8,970
Consumer Trade Subtotal				13	44,491
Women of Faith	Conventions/Banquets	10/22/10	10/23/10	2	20,309
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/18/10	12/18/10	1	10,239
San Antonio Sports Hall of Fame Gala	Conventions/Banquets	02/18/11	02/18/11	1	920
South Texas Winter Wine Festival	Conventions/Banquets	02/20/11	02/20/11	1	2,150
Conventions/Banquets Subtotal				5	33,618
Kaleidoscope on Ice	Entertainment/Family	12/08/10	12/08/10	1	4,023
Monster Jam	Entertainment/Family	01/15/11	01/16/11	2	92,719
Disney on Ice	Entertainment/Family	04/20/11	04/24/11	8	48,904
Ringling Bros. Barnum & Bailey Circus	Entertainment/Family	06/29/11	07/04/11	6	41,666
Entertainment/Family Subtotal				17	187,312
Univ. of Phoenix Graduation	Graduations	02/19/11	02/19/11	1	5,087
High School Graduations	Graduations	05/28/11	06/13/11	22	119,121
Graduations Subtotal				23	124,208
Bands of America Marching Band Championships	Sporting/Competitions	10/29/10	10/30/10	2	11,554
High School Football Playoffs	Sporting/Competitions	11/01/10	11/01/10	11	42,231
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/01/10	11/02/10	2	17,674
High School Football Playoffs	Sporting/Competitions	12/01/10	12/01/10	6	30,090
Valero Alamo Bowl	Sporting/Competitions	12/29/10	12/29/10	1	48,581
U.S. Army All-American Bowl	Sporting/Competitions	01/08/11	01/08/11	1	29,293
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/22/11	01/23/11	2	15,257
NFL Players Assn. Game	Sporting/Competitions	02/05/11	02/05/11	1	5,365

Event	Category	From	To	Days	Attend.	
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/11/11	02/13/11	3	42,441	
American Spirit Cheerleading Championships	Sporting/Competitions	03/05/11	03/06/11	2	3,294	
NCAA Division I Men's Basketball Southwest Regional	Sporting/Competitions	03/26/11	03/27/11	2	23,541	
Lone Star Volleyball Tournament	Sporting/Competitions	05/07/11	05/08/11	2	17,022	
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/23/11	07/23/11	1	8,246	
Dallas Cowboys Training Camp	Sporting/Competitions	07/28/11	08/10/11	13	83,257	
Mixed Martial Arts - Alamo Showdown 2	Sporting/Competitions	08/27/11	08/27/11	1	1,252	
Univ. of Texas-San Antonio Football vs. Northeastern St. Univ.	Sporting/Competitions	09/03/11	09/03/11	1	42,836	
Univ. of Texas-San Antonio Football vs. McMurry Univ.	Sporting/Competitions	09/10/11	09/10/11	1	20,601	
Univ. of Texas-San Antonio Football vs. Bacone College	Sporting/Competitions	09/24/11	09/24/11	1	21,634	
				Sporting/Competitions Subtotal	53	464,169
				Oct. 2010 – Sep. 2011 Total	135	949,622

Oct. 2011 – Sep. 2012						
Rock 'n' Roll Marathon	Community	11/11/11	11/13/11	3	40,176	
Fiesta Carnival	Community	04/18/12	04/29/12	12	0	
Go Kids Fitness Challenge	Community	04/22/12	04/22/12	1	3,123	
Susan G. Komen Race for the Cure	Community	05/14/12	05/14/12	1	31,254	
				Community Subtotal	17	74,553
Rise Against	Concert	01/18/12	01/18/12	1	1,967	
Love & Happiness	Concert	02/14/12	02/14/12	1	1,146	
Mary J. Blige	Concert	03/16/12	03/16/12	1	8,636	
Godsmack/Staind/Halestorm	Concert	05/02/12	05/02/12	1	6,052	
Gipsy Kings	Concert	05/06/12	05/06/12	1	2,221	
Scorpions	Concert	06/26/12	06/26/12	1	8,459	
Tejano Music Awards	Concert	08/18/12	08/18/12	1	1,742	
People en Español	Concert	09/01/12	09/02/12	2	6,992	
				Concert Subtotal	9	37,215
San Antonio Boat & RV Show	Consumer Trade	01/26/12	01/29/12	4	11,671	
South Texas Winter Wine Festival	Consumer Trade	02/12/12	02/12/12	1	1,426	

Event	Category	From	To	Days	Attend.
Spring Home & Garden Show	Consumer Trade	02/24/12	02/26/12	3	13,683
Texas Trophy Hunter's Assn. Hunters Extravaganza	Consumer Trade	08/24/12	08/26/12	3	10,181
Fall Home & Garden Show	Consumer Trade	09/28/12	09/30/12	3	12,684
Consumer Trade Subtotal				14	49,645
Women of Faith	Conventions/Banquets	10/21/11	10/22/11	2	20,309
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/03/11	12/03/11	1	10,239
San Antonio Sports Hall of Fame Gala	Conventions/Banquets	02/10/12	02/10/12	1	975
Conventions/Banquets Subtotal				4	31,523
Monster Jam	Entertainment/Family	01/14/12	01/15/12	2	97,980
Gabriel Iglesias	Entertainment/Family	02/03/12	02/03/12	1	7,926
Disney on Ice	Entertainment/Family	04/04/12	04/08/12	8	39,393
Lucha Libre USA Masked Warriors Live Tour	Entertainment/Family	05/11/12	05/11/12	1	1,777
American Idol Auditions	Entertainment/Family	06/12/12	06/14/12	3	2,373
Ringling Bros. Barnum & Bailey Circus	Entertainment/Family	07/04/12	07/08/12	6	44,449
Entertainment/Family Subtotal				21	193,898
Univ. of Phoenix Graduation	Graduations	02/12/12	02/12/12	1	6,384
High School Graduations	Graduations	05/25/12	06/10/12	23	122,227
Graduations Subtotal				24	128,611
Univ. of Texas-San Antonio Football vs. S. Alabama Univ.	Sporting/Competitions	10/08/11	10/08/11	1	20,179
Univ. of Texas-San Antonio Football vs. Georgia St. Univ.	Sporting/Competitions	10/29/11	10/29/11	1	16,165
Bands of America Marching Band Championships	Sporting/Competitions	11/04/11	11/05/11	2	12,724
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/07/11	11/08/11	2	15,283
Texas High School Coaches Assn. Clinic	Sporting/Competitions	11/17/11	11/18/11	2	500
Univ. of Texas-San Antonio Football vs. Minot St. Univ.	Sporting/Competitions	11/19/11	11/19/11	1	19,663
High School Football Playoffs	Sporting/Competitions	11/25/11	11/26/11	5	15,834
High School Football Playoffs	Sporting/Competitions	12/09/11	12/10/11	3	20,759
NCAA Division I Women's Volleyball Championship	Sporting/Competitions	12/15/11	12/17/11	3	20,548
Valero Alamo Bowl	Sporting/Competitions	12/29/11	12/29/11	1	54,540
U.S. Army All-American Bowl	Sporting/Competitions	01/07/12	01/07/12	1	24,517
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/21/12	01/22/12	2	15,284

Event	Category	From	To	Days	Attend.
Boxing - Chavez vs. Rubio	Sporting/Competitions	02/04/12	02/04/12	1	13,066
NFL Players Assn. Game	Sporting/Competitions	02/04/12	02/04/12	0	0
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/17/12	02/19/12	3	36,109
AFL/San Antonio Talons Scrimmage	Sporting/Competitions	02/29/12	02/29/12	1	6,978
American Spirit Cheerleading Championships	Sporting/Competitions	03/03/12	03/04/12	2	5,608
Red Bull Party	Sporting/Competitions	03/07/12	03/07/12	1	247
AFL/San Antonio Talons vs. Utah Blaze	Sporting/Competitions	03/10/12	03/10/12	1	5,459
AFL/San Antonio Talons vs. Spokane Shock	Sporting/Competitions	03/17/12	03/17/12	1	4,828
Varsity Brands Cheerleading Competition	Sporting/Competitions	03/23/12	03/24/12	2	9,278
Boxing - Gradovich vs. Leal	Sporting/Competitions	03/31/12	03/31/12	1	1,124
AFL/San Antonio Talons vs. New Orleans VooDoo	Sporting/Competitions	04/13/12	04/13/12	1	6,656
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/15/12	04/15/12	1	2,371
AFL/San Antonio Talons vs. Chicago Rush	Sporting/Competitions	04/28/12	04/28/12	1	2,181
AFL/San Antonio Talons vs. Pittsburgh Power	Sporting/Competitions	05/12/12	05/12/12	1	3,610
AFL/San Antonio Talons vs. San Jose SaberCats	Sporting/Competitions	05/19/12	05/19/12	1	5,010
AFL/San Antonio Talons vs. Iowa Barnstormers	Sporting/Competitions	06/16/12	06/16/12	1	5,858
AFL/San Antonio Talons vs. Kansas City Command	Sporting/Competitions	06/30/12	06/30/12	1	5,155
AFL/San Antonio Talons vs. Arizona Rattlers	Sporting/Competitions	07/13/12	07/13/12	1	6,151
Univ. of Texas-San Antonio Football Junior & Senior Camps	Sporting/Competitions	07/19/12	07/20/12	2	203
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/21/12	07/21/12	1	10,704
AFL/San Antonio Talons vs. Utah Blaze	Sporting/Competitions	07/27/12	07/27/12	1	6,064
Texas High School Coaches Assn. All-Star Football Game	Sporting/Competitions	07/31/12	07/31/12	1	4,619
Boxing - Vera vs. Mora	Sporting/Competitions	08/11/12	08/11/12	1	2,838
Univ. of Texas-San Antonio Football vs. Texas A&M Univ.-Commerce	Sporting/Competitions	09/08/12	09/08/12	1	21,576
Univ. of Texas-San Antonio Football vs. Northwest Oklahoma St. Univ.	Sporting/Competitions	09/22/12	09/22/12	1	16,945
Sporting/Competitions Subtotal				53	418,634
Oct. 2011 – Sep. 2012 Total				142	934,079

Oct. 2012 – Sep. 2013					
Drop-a-Million Expo & Half Marathon	Community	03/02/13	03/03/13	2	3,319

Event	Category	From	To	Days	Attend.
Susan G. Komen Race for the Cure	Community	04/06/13	04/06/13	1	25,000
Fiesta Carnival	Community	04/17/13	04/28/13	12	0
Go Kids Fitness Challenge	Community	04/21/13	04/21/13	1	4,700
Community Subtotal				16	33,019
3 Doors Down/Daughtry	Concert	11/20/12	11/20/12	1	2,045
Wiz Khalifa	Concert	11/21/12	11/21/12	1	4,342
Alternate Universe Music Festival	Concert	12/01/12	12/01/12	1	534
Love & Happiness	Concert	02/16/13	02/16/13	1	5,689
George Strait	Concert	06/01/13	06/01/13	1	73,321
Trey Songz	Concert	08/11/13	08/11/13	1	1,907
People en Español	Concert	08/31/13	09/01/13	2	8,624
Concert Subtotal				8	96,462
San Antonio Boat & RV Show	Consumer Trade	01/24/13	01/27/13	4	7,291
South Texas Winter Wine Festival	Consumer Trade	02/17/13	02/17/13	1	1,459
Spring Home & Garden Show	Consumer Trade	02/22/13	02/24/13	3	14,433
Texas Trophy Hunter's Assn. Hunters Extravaganza	Consumer Trade	08/23/13	08/25/13	3	8,724
Fall Home & Garden Show	Consumer Trade	10/04/13	10/06/13	3	10,383
Consumer Trade Subtotal				14	42,290
Women of Faith	Conventions/Banquets	10/12/12	10/13/12	2	11,798
Success2012 Seminar	Conventions/Banquets	11/30/12	12/01/12	2	5,956
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/15/12	12/15/12	1	10,630
Recruit Military San Antonio Veteran Job Fair	Conventions/Banquets	02/14/13	02/14/13	1	417
San Antonio Sports Hall of Fame Gala	Conventions/Banquets	02/15/13	02/15/13	1	947
GAWDA Spring Management Conference	Conventions/Banquets	04/16/13	04/16/13	1	500
Texas State HOG Rally	Conventions/Banquets	05/16/13	05/18/13	3	4,982
Lutheran Church Missouri Synod National Youth Gatering	Conventions/Banquets	07/01/13	07/05/13	5	22,340
Conventions/Banquets Subtotal				16	57,570
Monster Jam	Entertainment/Family	01/12/13	01/13/13	2	87,608
Nuclear Cowboyz Freestyle Motocross	Entertainment/Family	02/01/13	02/02/13	2	9,913
TNA Wrestling Lockdown	Entertainment/Family	03/10/13	03/10/13	1	6,794

Event	Category	From	To	Days	Attend.
Disney on Ice	Entertainment/Family	04/10/13	04/14/13	8	36,974
Entertainment/Family Subtotal				13	141,289
Univ. of Phoenix Graduation	Graduations	02/16/13	02/16/13	1	4,596
Univ. of Texas-San Antonio Graduations	Graduations	05/13/13	05/13/13	2	24,521
High School Graduations	Graduations	06/04/13	06/17/13	21	117,801
Graduations Subtotal				24	146,918
Univ. of Texas-San Antonio Football vs. San Jose St. Univ.	Sporting/Competitions	10/20/12	10/20/12	1	19,733
Univ. of Texas-San Antonio Football vs. Utah St. Univ.	Sporting/Competitions	10/27/12	10/27/12	1	12,210
Bands of America Marching Band Championships	Sporting/Competitions	11/02/12	11/03/12	2	12,954
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/05/12	11/06/12	2	16,336
Univ. of Texas-San Antonio Football vs. McNeese St. Univ.	Sporting/Competitions	11/10/12	11/10/12	1	13,511
High School Football Playoffs	Sporting/Competitions	11/15/12	11/17/12	5	13,403
High School Football Playoffs	Sporting/Competitions	11/24/12	11/24/12	1	3,626
Univ. of Texas-San Antonio Football vs. Texas St. Univ.	Sporting/Competitions	11/24/12	11/24/12	1	29,123
High School Football Playoffs	Sporting/Competitions	12/07/12	12/08/12	4	19,920
Valero Alamo Bowl	Sporting/Competitions	12/28/12	12/28/12	1	65,277
U.S. Army All-American Bowl	Sporting/Competitions	01/05/13	01/05/13	1	26,742
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/19/13	01/20/13	2	16,351
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/08/13	02/10/13	3	38,967
AFL/San Antonio Talons vs. New Orleans VooDoo	Sporting/Competitions	03/07/13	03/07/13	1	1,769
AFL/San Antonio Talons vs. San Jose SaberCats	Sporting/Competitions	03/23/13	03/23/13	1	5,005
Texas Rangers Baseball Big League Weekend	Sporting/Competitions	03/29/13	03/30/13	2	70,187
AFL/San Antonio Talons vs. Chicago Rush	Sporting/Competitions	04/05/13	04/05/13	1	2,955
Boxing - Canelo vs. Trout	Sporting/Competitions	04/20/13	04/20/13	1	34,957
AFL/San Antonio Talons vs. Iowa Barnstormers	Sporting/Competitions	05/03/13	05/03/13	1	4,182
AFL/San Antonio Talons vs. Jacksonville Sharks	Sporting/Competitions	05/11/13	05/11/13	1	3,938
AFL/San Antonio Talons vs. Spokane Shock	Sporting/Competitions	05/24/13	05/24/13	1	3,819
AFL/San Antonio Talons vs. Utah Blaze	Sporting/Competitions	06/03/13	06/03/13	1	2,571
AFL/San Antonio Talons vs. Arizona Rattlers	Sporting/Competitions	06/08/13	06/08/13	1	3,883
AFL/San Antonio Talons vs. Tampa Bay Storm	Sporting/Competitions	07/13/13	07/13/13	1	4,691

Event	Category	From	To	Days	Attend.
Univ. of Texas-San Antonio Football Junior & Senior Camps	Sporting/Competitions	07/17/13	07/18/13	2	1,428
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/20/13	07/20/13	1	11,033
AFL/San Antonio Talons vs. Philadelphia Soul	Sporting/Competitions	07/27/13	07/27/13	1	6,111
Univ. of Texas-San Antonio Football vs. Oklahoma St. Univ.	Sporting/Competitions	09/07/13	09/07/13	1	32,481
Univ. of Texas-San Antonio Football vs. Univ. of Houston	Sporting/Competitions	09/28/13	09/28/13	1	23,528
Sporting/Competitions Subtotal				43	500,691
Oct. 2012 – Sep. 2013 Total				134	1,018,239

Oct. 2013 – Sep. 2014					
Rock 'n' Roll Marathon	Community	11/15/13	11/17/13	3	28,518
HEB Alamo Running Festival	Community	03/01/14	03/02/14	2	2,441
Fiesta Carnival	Community	04/16/14	04/27/14	12	0
San Antonio Spurs Championship Celebration	Community	06/18/14	06/18/14	1	76,483
My All American movie filming	Community	06/24/14	07/01/14	8	0
Community Subtotal				26	107,442
Super Love Jam	Concert	02/01/14	02/01/14	1	5,265
Love & Happiness	Concert	02/15/14	02/15/14	1	4,437
Super Freestyle Explosion	Concert	06/20/14	06/20/14	1	5,391
One Direction	Concert	09/21/14	09/21/14	1	48,681
Concert Subtotal				4	63,774
San Antonio Boat & RV Show	Consumer Trade	01/23/14	01/26/14	4	6,539
Spring Home & Garden Show	Consumer Trade	02/21/14	02/23/14	3	10,383
Texas Trophy Hunter's Assn. Hunters Extravaganza	Consumer Trade	08/22/14	08/24/14	3	9,220
Fall Home & Garden Show	Consumer Trade	09/26/14	09/28/14	3	12,249
Consumer Trade Subtotal				13	38,391
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/07/13	12/07/13	1	11,401
Monsanto Awards	Conventions/Banquets	02/27/14	02/27/14	1	1,226
Organo Gold Project 50 Thousand	Conventions/Banquets	03/07/14	03/09/14	3	17,974
STRAC Regional Emergency Healthcare Systems Conference	Conventions/Banquets	05/05/14	05/07/14	3	N/A
Farmers Insurance Championship Awards	Conventions/Banquets	07/25/14	07/28/14	4	N/A

Event	Category	From	To	Days	Attend.
Conventions/Banquets Subtotal				12	30,601
Monster Jam	Entertainment/Family	01/11/14	01/12/14	2	77,818
Disney on Ice	Entertainment/Family	04/09/14	04/13/14	7	41,108
Joel & Victoria Osteen	Entertainment/Family	05/24/14	05/24/14	1	19,338
Entertainment/Family Subtotal				10	138,264
Univ. of Texas-San Antonio Graduations	Graduations	12/20/13	12/21/13	3	14,860
Univ. of Phoenix Graduation	Graduations	02/15/14	02/15/14	1	2,782
Univ. of Texas-San Antonio Graduations	Graduations	05/10/14	05/11/14	3	29,636
High School Graduations	Graduations	05/31/14	06/16/14	21	115,484
Graduations Subtotal				28	162,762
Univ. of Texas-San Antonio Football vs. Rice Univ.	Sporting/Competitions	10/12/13	10/12/13	1	16,279
USA vs. Australia Women's Soccer	Sporting/Competitions	10/20/13	10/20/13	1	18,514
Univ. of Texas-San Antonio Football vs. Univ. of Alabama-Birmingham	Sporting/Competitions	10/26/13	10/26/13	1	14,723
Bands of America Marching Band Championships	Sporting/Competitions	11/01/13	11/02/13	2	16,027
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/04/13	11/05/13	2	17,765
Univ. of Texas-San Antonio Football vs. Tulane Univ.	Sporting/Competitions	11/09/13	11/09/13	1	14,342
High School Football Playoffs	Sporting/Competitions	11/21/13	11/23/13	4	11,837
Univ. of Texas-San Antonio Football vs. Louisiana Tech Univ.	Sporting/Competitions	11/30/13	11/30/13	1	16,568
Boxing - Broner vs. Maidana	Sporting/Competitions	12/14/13	12/14/13	1	7,972
Valero Alamo Bowl	Sporting/Competitions	12/30/13	12/30/13	1	65,225
U.S. Army All-American Bowl	Sporting/Competitions	01/04/14	01/04/14	1	24,630
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/18/14	01/20/14	3	21,858
Korea vs. Mexico Men's Soccer	Sporting/Competitions	01/29/14	01/29/14	1	48,506
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/07/14	02/09/14	3	30,860
Boxing - Chavez vs. Vera	Sporting/Competitions	03/01/14	03/01/14	1	6,705
AFL/San Antonio Talons vs. Los Angeles Kiss	Sporting/Competitions	03/15/14	03/15/14	1	5,154
AFL/San Antonio Talons vs. Tampa Bay Storm	Sporting/Competitions	03/21/14	03/21/14	1	2,479
Texas Rangers Baseball Big League Weekend	Sporting/Competitions	03/28/14	03/29/14	2	41,602
AFL/San Antonio Talons vs. Pittsburgh Power	Sporting/Competitions	04/04/14	04/04/14	1	2,458
Boxing - Vera vs. Chavez	Sporting/Competitions	04/17/14	04/18/14	2	2,360

Event	Category	From	To	Days	Attend.	
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/25/14	04/26/14	2	1,414	
AFL/San Antonio Talons vs. Iowa Barnstormers	Sporting/Competitions	05/03/14	05/03/14	1	3,455	
AFL/San Antonio Talons vs. New Orleans VooDoo	Sporting/Competitions	05/17/14	05/17/14	1	2,846	
AFL/San Antonio Talons vs. Orlando Predators	Sporting/Competitions	06/07/14	06/07/14	1	2,649	
AFL/San Antonio Talons vs. Arizona Rattlers	Sporting/Competitions	06/14/14	06/14/14	1	2,055	
AFL/San Antonio Talons vs. Jacksonville Sharks	Sporting/Competitions	07/05/14	07/05/14	1	1,917	
AFL/San Antonio Talons vs. Cleveland Gladiators	Sporting/Competitions	07/12/14	07/12/14	1	4,370	
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/19/14	07/19/14	1	11,620	
Texas High School Coaches Assn. All-Star Football Game	Sporting/Competitions	07/22/14	07/22/14	1	3,876	
Univ. of Texas-San Antonio Football vs. Univ. of Arizona	Sporting/Competitions	09/04/14	09/04/14	1	23,053	
				Sporting/Competitions Subtotal	42	443,119
				Oct. 2013 – Sep. 2014 Total	135	984,353

Oct. 2014 – Sep. 2015						
Rock 'n' Roll Marathon	Community	12/07/14	12/07/14	1	0	
Alamo Running Festival	Community	02/21/15	02/22/15	2	12,225	
Susan G. Komen Race for the Cure	Community	04/11/15	04/11/15	1	0	
Fiesta Carnival	Community	04/16/15	04/26/15	11	0	
				Community Subtotal	15	12,225
Enrique Iglesias/Pitbull	Concert	10/18/14	10/18/14	1	17,909	
Love & Happiness	Concert	02/14/15	02/14/15	1	7,154	
Super Love Jam	Concert	02/21/15	02/21/15	1	2,859	
Super Freestyle Explosion	Concert	06/20/15	06/20/15	1	4,500	
Mötley Crue	Concert	09/06/15	09/06/15	1	7,000	
				Concert Subtotal	5	39,422
San Antonio Boat & RV Show	Consumer Trade	01/29/15	02/01/15	4	6,911	
Spring Home & Garden Show	Consumer Trade	02/27/15	03/01/15	3	13,850	
Fall Home & Garden Show	Consumer Trade	09/18/15	09/20/15	3	30,000	
				Consumer Trade Subtotal	10	50,761
American Dental Assn. Annual Meeting	Conventions/Banquets	10/09/14	10/09/14	1	5,488	

Event	Category	From	To	Days	Attend.
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/20/14	12/20/14	1	12,375
Your Best Pathway to Health	Conventions/Banquets	04/08/15	04/10/15	3	6,192
STRAC Regional Emergency Healthcare Systems Conference	Conventions/Banquets	05/04/15	05/06/15	3	0
5Linx Enterprises International Event	Conventions/Banquets	05/14/15	05/16/15	3	9,794
Seventh-day Adventists General Conference Session	Conventions/Banquets	07/02/15	07/11/15	10	100,000
Conventions/Banquets Subtotal				21	133,849
Monster Jam	Entertainment/Family	01/10/15	01/11/15	2	67,823
Marvel Universe Live!	Entertainment/Family	01/23/15	01/25/15	6	29,032
Disney on Ice	Entertainment/Family	04/02/15	04/05/15	9	74,857
Entertainment/Family Subtotal				17	171,712
Univ. of Texas-San Antonio Graduations	Graduations	05/09/15	05/10/15	3	30,599
High School Graduations	Graduations	06/07/15	06/12/15	22	120,000
Graduations Subtotal				25	150,599
Univ. of Texas-San Antonio Football vs. Univ. of New Mexico	Sporting/Competitions	10/04/14	10/04/14	1	19,379
Univ. of Texas-San Antonio Football vs. Florida Intl. Univ.	Sporting/Competitions	10/11/14	10/11/14	1	17,074
Univ. of Texas-San Antonio Football vs. Univ. of Texas-El Paso	Sporting/Competitions	10/25/14	10/25/14	1	21,739
Bands of America Marching Band Championships	Sporting/Competitions	10/31/14	11/01/14	2	14,839
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/03/14	11/04/14	2	18,408
Univ. of Texas-San Antonio Football vs. Univ. of Mississippi	Sporting/Competitions	11/13/14	11/13/14	1	10,048
Boxing - Ramirez vs. Zuniga	Sporting/Competitions	11/15/14	11/15/14	1	980
High School Football Playoffs	Sporting/Competitions	11/21/14	11/22/14	5	25,824
Univ. of Texas-San Antonio Football vs. Univ. of N. Texas	Sporting/Competitions	11/29/14	11/29/14	1	12,822
Boxing - Lara vs. Smith	Sporting/Competitions	12/12/14	12/12/14	1	964
High School Football Playoffs	Sporting/Competitions	12/13/14	12/13/14	2	12,605
Valero Alamo Bowl	Sporting/Competitions	01/02/15	01/02/15	1	60,517
U.S. Army All-American Bowl	Sporting/Competitions	01/03/15	01/03/15	1	23,152
Tour of Texas Championship Series Club Volleyball	Sporting/Competitions	01/17/15	01/19/15	3	8,751
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/06/15	02/08/15	3	35,773
Univ. Interscholastic League Boys Basketball Tournament	Sporting/Competitions	03/05/15	03/07/15	3	54,466
Univ. Interscholastic League Girls Basketball Tournament	Sporting/Competitions	03/12/15	03/14/15	3	28,058

Event	Category	From	To	Days	Attend.
Texas Rangers Baseball Big League Weekend	Sporting/Competitions	03/29/15	03/30/15	2	43,132
USA vs. Mexico Men's Soccer	Sporting/Competitions	04/15/15	04/15/15	1	59,753
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/18/15	04/18/15	1	1,450
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/18/15	07/18/15	1	8,800
Univ. of Texas-San Antonio Football vs. Kansas St. Univ.	Sporting/Competitions	09/12/15	09/12/15	1	18,850
Univ. of Texas-San Antonio Football vs. Colorado St. Univ.	Sporting/Competitions	09/26/15	09/26/15	1	18,850
Sporting/Competitions Subtotal				39	516,234
Oct. 2014 – Sep. 2015 Total				132	1,074,802

Oct. 2015 – Feb. 2016					
Alamo Running Festival	Community	02/20/16	02/21/16	2	5,000
Community Subtotal				2	5,000
Luke Bryan	Concert	10/22/15	10/22/15	1	25,000
Love & Happiness	Concert	02/13/16	02/13/16	1	5,689
Super Love Jam	Concert	02/20/16	02/20/16	1	4,500
Concert Subtotal				3	35,189
San Antonio Boat & RV Show	Consumer Trade	01/28/16	01/31/16	4	7,291
Spring Home & Garden Show	Consumer Trade	02/26/16	02/28/16	3	14,433
Consumer Trade Subtotal				7	21,724
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/19/15	12/19/15	1	10,630
Conventions/Banquets Subtotal				1	10,630
Monster Jam	Entertainment/Family	01/23/16	01/24/16	2	70,000
Entertainment/Family Subtotal				2	70,000
Univ. of Texas-San Antonio Graduations	Graduations	12/12/15	12/13/15	3	36,000
Graduations Subtotal				3	36,000
Univ. of Texas-San Antonio Football vs. Louisiana Tech Univ.	Sporting/Competitions	10/10/15	10/10/15	1	18,850
Bands of America Marching Band Championships	Sporting/Competitions	10/30/15	10/31/15	2	12,954
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/02/15	11/03/15	2	16,336

Event	Category	From	To	Days	Attend.
Univ. of Texas-San Antonio Football vs. Old Dominion Univ.	Sporting/Competitions	11/07/15	11/07/15	1	18,850
Univ. of Texas-San Antonio Football vs. Rice Univ.	Sporting/Competitions	11/21/15	11/21/15	1	18,850
Univ. of Texas-San Antonio Football vs. Middle Tennessee St. Univ.	Sporting/Competitions	11/28/15	11/28/15	1	18,850
Valero Alamo Bowl	Sporting/Competitions	01/02/16	01/02/16	1	65,277
U.S. Army All-American Bowl	Sporting/Competitions	01/09/16	01/10/16	2	26,742
Tour of Texas Power League Volleyball Tournament Qualifier	Sporting/Competitions	01/16/16	01/18/16	3	16,351
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/05/16	02/07/16	3	38,967
Sporting/Competitions Subtotal				17	252,027
Oct. 2015 – Sep. 2016 Total				35	430,570

Mar. 2016 – Feb. 2017					
Fiesta Carnival	Community	04/14/16	04/24/16	11	0
Susan G. Komen Race for the Cure	Community	04/16/16	04/16/16	1	30,000
Alamo Running Festival	Community	02/18/17	02/19/17	2	5,000
Community Subtotal				14	35,000
Super Freestyle Explosion	Concert	06/25/16	06/25/16	1	4,500
Love & Happiness	Concert	02/04/17	02/04/17	1	5,689
Super Love Jam	Concert	02/18/17	02/18/17	1	4,500
Concerts - Stadium	Concert	2016	2017	2	45,000
Concert - Illusions Theater	Concert	2016	2017	1	9,500
Concert Subtotal				6	69,189
Fall Home & Garden Show	Consumer Trade	09/30/16	10/02/16	3	30,000
San Antonio Boat & RV Show	Consumer Trade	01/26/17	01/29/17	4	7,291
Spring Home & Garden Show	Consumer Trade	02/24/17	02/26/17	3	14,433
Consumer Trade Subtotal				10	51,724
Texas Democratic Party State Convention	Conventions/Banquets	06/17/16	06/18/16	2	8,000
United Services Automobile Assn. Holiday Party	Conventions/Banquets	12/19/16	12/19/16	1	10,630
Conventions/Banquets Subtotal				3	18,630

Event	Category	From	To	Days	Attend.
Disney on Ice	Entertainment/Family	03/30/16	04/03/16	9	46,500
Monster Jam	Entertainment/Family	01/21/17	01/22/17	2	70,000
Entertainment/Family Subtotal				11	116,500
Univ. of Texas-San Antonio Graduations	Graduations	05/14/16	05/15/16	2	36,000
High School Graduations	Graduations	05/28/16	06/13/16	22	120,000
Univ. of Texas-San Antonio Graduations	Graduations	12/17/16	12/18/16	3	36,000
Graduations Subtotal				27	192,000
Univ. Interscholastic League Boys Basketball Tournament	Sporting/Competitions	03/03/16	03/05/16	3	57,166
Univ. Interscholastic League Girls Basketball Tournament	Sporting/Competitions	03/10/16	03/12/16	3	29,449
Texas Rangers Baseball Big League Weekend	Sporting/Competitions	03/18/16	03/19/16	2	40,000
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/16/16	04/16/16	1	450
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/16/16	07/16/16	1	8,800
Univ. of Texas-San Antonio Football vs. Arizona St. Univ.	Sporting/Competitions	09/17/16	09/17/16	1	18,850
Univ. of Texas-San Antonio Football vs. Louisiana Tech Univ.	Sporting/Competitions	09/24/16	09/24/16	1	18,850
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	10/08/16	10/08/16	1	18,850
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	10/22/16	10/22/16	1	18,850
Bands of America Marching Band Championships	Sporting/Competitions	11/04/16	11/05/16	2	12,954
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/07/16	11/08/16	2	16,336
Univ. of Notre Dame vs. Army	Sporting/Competitions	11/12/16	11/12/16	1	65,000
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/19/16	11/19/16	1	18,850
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/26/16	11/26/16	1	18,850
Valero Alamo Bowl	Sporting/Competitions	12/29/16	12/29/16	1	65,277
U.S. Army All-American Bowl	Sporting/Competitions	01/07/17	01/08/17	2	26,742
Tour of Texas Power League Volleyball Tournament Qualifier	Sporting/Competitions	01/14/17	01/16/17	3	16,351
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/10/17	02/12/17	3	38,967
Sporting Event - Illusions Theater	Sporting/Competitions	2016	2017	2	18,000
Sporting Event - Stadium	Sporting/Competitions	2016	2017	1	18,500
Sporting/Competitions Subtotal				33	527,092

Event	Category	From	To	Days	Attend.	
				Mar. 2016 – Feb. 2017 Total	104	1,010,135
Mar. 2017 – Feb. 2018						
Fiesta Carnival	Community	04/20/17	04/30/17	11	0	
Susan G. Komen Race for the Cure	Community	04/16/17	04/16/17	1	30,000	
Alamo Running Festival	Community	02/17/18	02/18/18	2	5,000	
				Community Subtotal	14	35,000
Super Freestyle Explosion	Concert	06/18/17	06/18/17	1	4,500	
Love & Happiness	Concert	02/03/18	02/03/18	1	5,689	
Super Love Jam	Concert	02/17/18	02/17/18	1	4,500	
Concerts - Stadium	Concert	2017	2018	2	45,000	
Concert - Illusions Theater	Concert	2017	2018	1	9,500	
				Concert Subtotal	6	69,189
Fall Home & Garden Show	Consumer Trade	09/29/17	10/01/17	3	30,000	
San Antonio Boat & RV Show	Consumer Trade	01/25/18	01/28/18	4	7,291	
Spring Home & Garden Show	Consumer Trade	02/23/18	02/25/18	3	14,433	
				Consumer Trade Subtotal	10	51,724
Disney on Ice	Entertainment/Family	04/12/17	04/16/17	4	46,500	
Monster Jam	Entertainment/Family	01/20/18	01/21/18	2	70,000	
				Entertainment/Family Subtotal	6	116,500
Univ. of Texas-San Antonio Graduations	Graduations	05/13/17	05/14/17	2	36,000	
High School Graduations	Graduations	05/27/17	06/13/17	22	120,000	
Univ. of Texas-San Antonio Graduations	Graduations	12/16/17	12/17/17	3	36,000	
				Graduations Subtotal	27	192,000
Univ. Interscholastic League Boys Basketball Tournament	Sporting/Competitions	03/02/17	03/04/17	3	57,166	
Univ. Interscholastic League Girls Basketball Tournament	Sporting/Competitions	03/09/17	03/11/17	3	29,449	
Texas Rangers Baseball Big League Weekend	Sporting/Competitions	03/17/17	03/18/17	2	40,000	
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/22/17	04/22/17	1	450	

Event	Category	From	To	Days	Attend.	
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/15/17	07/15/17	1	8,800	
Univ. of Texas-San Antonio Football vs. Southern Univ.	Sporting/Competitions	09/02/17	09/02/17	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	09/23/17	09/23/17	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	10/07/17	10/07/17	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	10/21/17	10/21/17	1	18,850	
Bands of America Marching Band Championships	Sporting/Competitions	11/03/17	11/04/17	2	12,954	
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/06/17	11/07/17	2	16,336	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/11/17	11/11/17	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/25/17	11/25/17	1	18,850	
Valero Alamo Bowl	Sporting/Competitions	12/29/17	12/29/17	1	65,277	
U.S. Army All-American Bowl	Sporting/Competitions	01/06/18	01/07/18	2	26,742	
Tour of Texas Power League Volleyball Tournament Qualifier	Sporting/Competitions	01/13/18	01/15/18	3	16,351	
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/09/18	02/11/18	3	38,967	
Sporting Event - Illusions Theater	Sporting/Competitions	2017	2018	1	18,500	
Sporting Event - Stadium	Sporting/Competitions	2017	2018	2	18,000	
				Sporting/Competitions Subtotal	32	462,092
				Mar. 2017 – Feb. 2018 Total	95	926,505

Mar. 2018 – Feb. 2019						
Fiesta Carnival	Community	04/19/18	04/29/18	11	0	
Susan G. Komen Race for the Cure	Community	04/15/18	04/15/18	1	30,000	
Alamo Running Festival	Community	02/16/19	02/17/19	2	5,000	
				Community Subtotal	14	35,000
Super Freestyle Explosion	Concert	06/23/18	06/23/18	1	4,500	
Love & Happiness	Concert	02/02/19	02/02/19	1	5,689	
Super Love Jam	Concert	02/16/19	02/16/19	1	4,500	
Concerts - Stadium	Concert	2018	2019	2	45,000	
Concert - Illusions Theater	Concert	2018	2019	1	9,500	

Event	Category	From	To	Days	Attend.	
				Concert Subtotal	6	69,189
Fall Home & Garden Show	Consumer Trade	09/21/18	09/23/18	3	30,000	
San Antonio Boat & RV Show	Consumer Trade	01/24/19	01/27/19	4	7,291	
Spring Home & Garden Show	Consumer Trade	02/22/19	02/24/19	3	14,433	
				Consumer Trade Subtotal	10	51,724
Disney on Ice	Entertainment/Family	05/16/18	05/20/18	4	46,500	
Monster Jam	Entertainment/Family	01/12/19	01/13/19	2	70,000	
				Entertainment/Family Subtotal	6	116,500
Univ. of Texas-San Antonio Graduations	Graduations	05/12/18	05/13/18	2	36,000	
High School Graduations	Graduations	05/29/18	06/17/18	22	120,000	
Univ. of Texas-San Antonio Graduations	Graduations	12/15/18	12/16/18	2	36,000	
				Graduations Subtotal	26	192,000
Univ. Interscholastic League Boys Basketball Tournament	Sporting/Competitions	03/01/18	03/03/18	3	57,166	
Univ. Interscholastic League Girls Basketball Tournament	Sporting/Competitions	03/08/18	03/10/18	3	29,449	
NCAA Division I Men's Basketball Final Four	Sporting/Competitions	03/31/18	04/02/18	3	140,000	
Univ. of Texas-San Antonio Football Spring Game	Sporting/Competitions	04/21/18	04/21/18	1	450	
Drum Corps Intl. Marching Band Competition	Sporting/Competitions	07/21/18	07/21/18	1	8,800	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	09/08/18	09/08/18	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	09/15/18	09/15/18	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	09/29/18	09/29/18	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	10/06/18	10/06/18	1	18,850	
Bands of America Marching Band Championships	Sporting/Competitions	11/02/18	11/03/18	2	12,954	
Univ. Interscholastic League Marching Band Competition	Sporting/Competitions	11/05/18	11/06/18	2	16,336	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/10/18	11/10/18	1	18,850	
Univ. of Texas-San Antonio Football vs. TBD	Sporting/Competitions	11/24/18	11/24/18	1	18,850	
Valero Alamo Bowl	Sporting/Competitions	12/29/18	12/29/18	1	65,277	
U.S. Army All-American Bowl	Sporting/Competitions	01/05/19	01/06/19	2	26,742	
Tour of Texas Power League Volleyball Tournament Qualifier	Sporting/Competitions	01/19/19	01/21/19	3	16,351	

Event	Category	From	To	Days	Attend.
Cheer Power Cheerleading Nationals Competition	Sporting/Competitions	02/08/19	02/10/19	3	38,967
Sporting Event - Illusions Theater	Sporting/Competitions	2018	2019	2	18,000
Sporting Event - Stadium	Sporting/Competitions	2018	2019	1	18,500
Sporting/Competitions Subtotal				33	562,092
Mar. 2018 – Feb. 2019 Total				95	1,026,505

RFP EXHIBIT 11

CURRENT EQUIPMENT

Item Description	Inventory Count	Item Description	Inventory Count
Cart	6	Ice Cream Machine	3
Cart - Beer	5	Ice Machine	23
Cart - Condiment	11	Kiosk	6
Cart - Food	2	Mixer	1
Cart - Hot Dog	4	Oven	1
Cart - Ice Cream	1	Oven - Convection	10
Cart - MV	31	Oven - Pizza	16
Cooler	3	Popcorn Machine	2
Cooler-WalkIn	1	Rack - Bun	23
Display - Heated Food	3	Rack - Drying	32
Display - Refrigerated	1	Rack - Dunnage	233
Freezer	1	Rack - Fryer Basket	4
Freezer/Cooler - Reach In	15	Range	1
Freezer/Cooler - Undercounter	31	Refrigerated Box	1
Freezer/Cooler - Walk-in	34	Refrigerator	33
Freezer/Refrigerator	1	Shelf	161
Fryer	33	Shelf - Over Counter	5
Fryer Cart	1	Shelf - Over Sink	33
Fryer Holder	2	Table	262
Fryer Table	14	Table - Picnic	8
Fryer Warmer	13	Table - Prep	2
Griddle	15	Tilting Skillet	1
Griddle Stand	18	Venthood	26
Griddle/Oven Combo	2	Warmer	1
Grill - Roller	26	Warmer - Nacho Cheese	35
Heater	6	Warmer - Popcorn	36
Hot Box	82	Grand Total	1,358
Ice Bin	37		

RFP EXHIBIT 12
HISTORIC SALES AND COMMISSIONS

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Concessions Sales and Commissions							
	25%		27.5% Subcontracted (incl. Alcohol)		35% F&B		35% Alcohol	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ -	\$ -	\$ 178,542.19	\$ 49,099.10	\$ 157,223.25	\$ 55,028.14	\$ 97,213.36	\$ 34,024.68
Nov-09	\$ -	\$ -	\$ 211,379.16	\$ 58,129.27	\$ 159,096.07	\$ 55,683.62	\$ 8,633.52	\$ 3,021.73
Dec-09	\$ -	\$ -	\$ 64,501.78	\$ 17,737.99	\$ 66,500.99	\$ 23,275.35	\$ -	\$ -
Jan-10	\$ -	\$ -	\$ 442,038.61	\$ 121,560.62	\$ 516,289.79	\$ 180,701.43	\$ 273,786.91	\$ 95,825.42
Feb-10	\$ -	\$ -	\$ 98,955.70	\$ 27,212.82	\$ 78,626.85	\$ 27,519.40	\$ 12,416.41	\$ 4,345.75
Mar-10	\$ -	\$ -	\$ 102,588.56	\$ 28,211.85	\$ 44,319.38	\$ 15,511.78	\$ 4,280.24	\$ 1,498.09
Apr-10	\$ -	\$ -	\$ 85,569.30	\$ 23,531.56	\$ 49,312.66	\$ 17,259.43	\$ -	\$ -
May-10	\$ -	\$ -	\$ 258,073.49	\$ 70,970.21	\$ -	\$ -	\$ -	\$ -
Jun-10	\$ -	\$ -	\$ 75,817.01	\$ 20,849.68	\$ -	\$ -	\$ -	\$ -
Jul-10	\$ 71,973.00	\$ 17,993.25	\$ 315,335.62	\$ 86,717.30	\$ -	\$ -	\$ -	\$ -
Aug-10	\$ -	\$ -	\$ 116,937.55	\$ 32,157.83	\$ -	\$ -	\$ -	\$ -
Sep-10	\$ -	\$ -	\$ 49,575.67	\$ 13,633.31	\$ -	\$ -	\$ -	\$ -
FY 09-10	\$ 71,973.00	\$ 17,993.25	\$ 1,999,314.64	\$ 549,811.53	\$ 1,071,368.99	\$ 374,979.15	\$ 396,330.44	\$ 138,715.67
Oct-10	\$ -	\$ -	\$ 63,146.31	\$ 17,365.24	\$ 59,341.48	\$ 20,769.52	\$ 666.82	\$ 233.39
Nov-10	\$ -	\$ -	\$ 197,187.37	\$ 54,226.53	\$ 127,727.70	\$ 44,704.69	\$ 1,152.37	\$ 403.33
Dec-10	\$ -	\$ -	\$ 272,088.30	\$ 74,824.28	\$ 174,651.13	\$ 61,127.90	\$ 116,510.46	\$ 40,778.66
Jan-11	\$ -	\$ -	\$ 236,352.49	\$ 64,996.93	\$ 309,478.88	\$ 108,317.60	\$ 77,629.87	\$ 27,170.44
Feb-11	\$ -	\$ -	\$ 126,552.58	\$ 34,801.96	\$ 80,625.85	\$ 28,219.04	\$ 25,089.93	\$ 8,781.47
Mar-11	\$ 3,040.92	\$ 760.23	\$ 85,307.75	\$ 23,459.63	\$ 87,726.26	\$ 30,704.20	\$ -	\$ -
Apr-11	\$ 688.09	\$ 172.02	\$ 106,249.93	\$ 29,218.73	\$ 16,511.48	\$ 5,779.02	\$ 12,056.34	\$ 4,219.72
May-11	\$ 2,916.07	\$ 729.02	\$ 71,533.48	\$ 19,671.71	\$ 69,578.60	\$ 24,352.51	\$ 43,766.62	\$ 15,318.31
Jun-11	\$ -	\$ -	\$ 18,106.16	\$ 4,979.19	\$ 113,882.03	\$ 39,858.72	\$ 1,340.11	\$ 469.04
Jul-11	\$ 29.60	\$ 7.40	\$ 128,483.14	\$ 35,332.85	\$ 132,111.31	\$ 46,891.83	\$ 45,239.96	\$ 16,111.24
Aug-11	\$ -	\$ -	\$ 108,878.02	\$ 29,941.46	\$ -	\$ -	\$ -	\$ -
Sep-11	\$ 1,309.59	\$ 327.40	\$ 457,631.06	\$ 125,848.54	\$ -	\$ -	\$ -	\$ -
FY 10-11	\$ 7,984.27	\$ 1,996.07	\$ 1,871,516.59	\$ 514,667.05	\$ 1,171,634.72	\$ 410,725.03	\$ 323,452.48	\$ 113,485.60

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year						Catering Sales and Comm			
	40% F&B		40% Alcohol		0% Alcohol	40% F&B		27% F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-10	\$ 54,264.02	\$ 21,705.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-10	\$ 135,534.00	\$ 54,213.61	\$ 436,625.61	\$ 174,650.24	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-10	\$ 178,687.38	\$ 71,474.95	\$ 61,139.16	\$ 24,455.66	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-10	\$ 264,996.69	\$ 105,998.68	\$ 80,977.08	\$ 32,390.83	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-10	\$ 62,392.91	\$ 24,957.17	\$ 9,243.00	\$ 3,697.20	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-10	\$ 32,848.79	\$ 13,139.52	\$ 29,487.38	\$ 11,794.95	\$ -	\$ -	\$ -	\$ -	\$ -
FY 09-10	\$ 728,723.79	\$ 291,489.54	\$ 617,472.23	\$ 246,988.88	\$ -	\$ -	\$ -	\$ -	\$ -
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-11	\$ 58,936.58	\$ 23,574.63	\$ 33,393.59	\$ 13,357.43	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-11	\$ 179,106.97	\$ 71,642.78	\$ 173,400.38	\$ 69,360.15	\$ -	\$ -	\$ -	\$ -	\$ -
FY 10-11	\$ 238,043.55	\$ 95,217.41	\$ 206,793.97	\$ 82,717.58	\$ -	\$ -	\$ -	\$ -	\$ -

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Aramark											
Commissions											
Month-Year	27% Alcohol		0%	5%		7%		8%		9%	
	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-10	\$ -	\$ -	\$ 6,797.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 09-10	\$ -	\$ -	\$ 6,797.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 628.90	\$ 44.02	\$ -	\$ -	\$ -	\$ -
Mar-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,654.33	\$ 185.80	\$ -	\$ -	\$ -	\$ -
May-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,717.38	\$ 260.22	\$ -	\$ -	\$ -	\$ -
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 10-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.61	\$ 490.05	\$ -	\$ -	\$ -	\$ -

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Merchandise Sales and Commissions									
Month-Year	10%		12%		15%		17%		18%
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales
Oct-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-10	\$ -	\$ -	\$ -	\$ -	\$ 26,517.44	\$ 3,977.62	\$ -	\$ -	\$ -
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-10	\$ 263,614.20	\$ 26,361.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-10	\$ 541,511.21	\$ 54,151.12	\$ -	\$ -	\$ 36,306.93	\$ 5,446.04	\$ -	\$ -	\$ -
Jun-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 09-10	\$ 805,125.41	\$ 80,512.54	\$ -	\$ -	\$ 62,824.37	\$ 9,423.66	\$ -	\$ -	\$ -
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-11	\$ -	\$ -	\$ -	\$ -	\$ 40,522.54	\$ 6,078.38	\$ -	\$ -	\$ -
Feb-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,861.04	\$ 6,266.38	\$ -
Mar-11	\$ 156,433.67	\$ 15,643.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,239.76	\$ 3,270.76	\$ -
May-11	\$ -	\$ -	\$ 41,902.42	\$ 5,028.29	\$ -	\$ -	\$ 95,135.26	\$ 16,172.99	\$ -
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 10-11	\$ 156,433.67	\$ 15,643.37	\$ 41,902.42	\$ 5,028.29	\$ 40,522.54	\$ 6,078.38	\$ 151,236.06	\$ 25,710.13	\$ -

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	%	19%		20%		22%		85%		Concess
		Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales
Oct-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,978.80
Nov-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 379,108.75
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,002.77
Jan-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,232,115.31
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,998.96
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,188.18
Apr-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,145.98
May-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830,233.10
Jun-10	\$ -	\$ 11,255.49	\$ 2,138.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,643.55
Jul-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 733,282.39
Aug-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,573.46
Sep-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,911.84
FY 09-10	\$ -	\$ 11,255.49	\$ 2,138.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,885,183.09
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,154.61
Nov-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326,067.44
Dec-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 563,249.89
Jan-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 623,461.24
Feb-11	\$ -	\$ -	\$ -	\$ 10,123.46	\$ 2,024.69	\$ -	\$ -	\$ -	\$ -	\$ 232,268.36
Mar-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,074.93
Apr-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,505.84
May-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,794.77
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,328.30
Jul-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305,864.01
Aug-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,208.19
Sep-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 811,448.00
FY 10-11	\$ -	\$ -	\$ -	\$ 10,123.46	\$ 2,024.69	\$ -	\$ -	\$ -	\$ -	\$ 3,819,425.58

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Sales and Commissions						Catering Sa			
	Commissions		Catering		Merchandise		23.1/24.85/25/27% F&B		15% Discount	
	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm. (10%/12%)	
Oct-09	\$ 138,151.92	\$ -	\$ -	\$ -	\$ -	\$ 43,052.30	\$ 10,763.08	\$ 15,485.32	\$ 1,548.53	
Nov-09	\$ 116,834.62	\$ -	\$ -	\$ -	\$ -	\$ 20,439.36	\$ 5,109.84	\$ 30,666.88	\$ 3,066.69	
Dec-09	\$ 41,013.34	\$ -	\$ -	\$ -	\$ -	\$ 314,659.32	\$ 78,626.21	\$ 8,741.19	\$ 874.12	
Jan-10	\$ 398,087.47	\$ -	\$ -	\$ 26,517.44	\$ 3,977.62	\$ 178,404.45	\$ 44,601.11	\$ 17,184.79	\$ 1,718.48	
Feb-10	\$ 59,077.97	\$ -	\$ -	\$ -	\$ -	\$ 67,170.00	\$ 18,139.08	\$ 270.00	\$ 32.40	
Mar-10	\$ 45,221.72	\$ -	\$ -	\$ -	\$ -	\$ 4,504.85	\$ 1,216.31	\$ 1,226.00	\$ 147.12	
Apr-10	\$ 62,496.60	\$ -	\$ -	\$ 263,614.20	\$ 26,361.42	\$ 78,436.47	\$ 21,177.85	\$ 4,371.80	\$ 524.62	
May-10	\$ 299,834.06	\$ -	\$ -	\$ 577,818.14	\$ 59,597.16	\$ 20,197.25	\$ 5,453.26	\$ 1,215.80	\$ 145.90	
Jun-10	\$ 116,780.29	\$ -	\$ -	\$ 11,255.49	\$ 2,138.54	\$ 8,972.75	\$ 2,422.64	\$ 210.00	\$ 25.20	
Jul-10	\$ 243,100.06	\$ -	\$ -	\$ -	\$ -	\$ 48,125.65	\$ 12,993.93	\$ 1,135.85	\$ 136.30	
Aug-10	\$ 60,812.20	\$ -	\$ -	\$ 6,797.68	\$ -	\$ 25,573.75	\$ 6,904.91	\$ 171.08	\$ 20.53	
Sep-10	\$ 38,567.78	\$ -	\$ -	\$ -	\$ -	\$ (52.50)	\$ (18.05)	\$ 210.00	\$ 25.20	
FY 09-10	\$ 1,619,978.01	\$ -	\$ -	\$ 886,002.95	\$ 92,074.74	\$ 809,483.65	\$ 207,390.16	\$ 80,888.71	\$ 8,265.08	
Oct-10	\$ 38,368.15	\$ -	\$ -	\$ -	\$ -	\$ 6,793.95	\$ 1,834.37	\$ 577.50	\$ 69.30	
Nov-10	\$ 99,334.55	\$ -	\$ -	\$ -	\$ -	\$ 36,450.55	\$ 9,841.65	\$ 8,440.41	\$ 1,012.85	
Dec-10	\$ 176,730.84	\$ -	\$ -	\$ -	\$ -	\$ 396,667.74	\$ 107,100.29	\$ 7,200.23	\$ 864.03	
Jan-11	\$ 200,484.97	\$ -	\$ -	\$ 40,522.54	\$ 6,078.38	\$ 113,423.45	\$ 31,334.08	\$ 676.60	\$ 81.19	
Feb-11	\$ 71,802.47	\$ -	\$ -	\$ 47,613.40	\$ 8,335.09	\$ 58,899.59	\$ 15,902.89	\$ 4,002.25	\$ 480.27	
Mar-11	\$ 54,924.06	\$ -	\$ -	\$ 156,433.67	\$ 15,643.37	\$ 88,649.20	\$ 23,935.28	\$ 6,710.00	\$ 805.20	
Apr-11	\$ 39,389.49	\$ -	\$ -	\$ 21,894.09	\$ 3,456.56	\$ 1,420.00	\$ 383.40	\$ -	\$ -	
May-11	\$ 60,071.55	\$ -	\$ -	\$ 140,755.06	\$ 21,461.50	\$ 6,363.60	\$ 1,718.17	\$ 12,797.00	\$ 1,535.64	
Jun-11	\$ 45,306.95	\$ -	\$ -	\$ -	\$ -	\$ 7,416.00	\$ 2,002.32	\$ 210.00	\$ 25.20	
Jul-11	\$ 98,343.32	\$ -	\$ -	\$ -	\$ -	\$ 17,220.75	\$ 4,279.36	\$ -	\$ -	
Aug-11	\$ 66,873.52	\$ -	\$ -	\$ -	\$ -	\$ 42,171.75	\$ 10,479.68	\$ -	\$ -	
Sep-11	\$ 267,178.87	\$ -	\$ -	\$ -	\$ -	\$ 65,603.14	\$ 16,220.01	\$ 4,579.15	\$ 549.50	
FY 10-11	\$ 1,218,808.74	\$ -	\$ -	\$ 407,218.76	\$ 54,974.91	\$ 841,079.72	\$ 225,031.50	\$ 45,193.14	\$ 5,423.18	

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

RK Group LLC									
Month-Year	Sales and Commissions					Concessions Sales and Commissions			
	23.1/24.85/25/27% Alcohol		23.1/24.85/25/27% Other		Non-Comm.	25% F&B Inside		25% Alcohol Inside	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ 7,952.01	\$ 1,988.00	\$ 545.00	\$ 136.25	\$ 1,498.50	\$ 36,107.03	\$ 9,026.76	\$ 25,837.59	\$ 6,459.40
Nov-09	\$ 4,306.00	\$ 1,076.50	\$ 48.00	\$ 12.00	\$ 13,190.15	\$ 1,757.29	\$ 439.32	\$ -	\$ -
Dec-09	\$ -	\$ -	\$ 165.00	\$ 41.25	\$ -	\$ 10,413.28	\$ 2,603.32	\$ -	\$ -
Jan-10	\$ 26,585.00	\$ 6,646.25	\$ 540.00	\$ 135.00	\$ -	\$ 85,195.97	\$ 21,298.99	\$ 65,476.77	\$ 16,369.19
Feb-10	\$ -	\$ -	\$ 450.00	\$ 121.50	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-10	\$ 8,742.00	\$ 2,360.34	\$ 25.00	\$ 6.75	\$ 9,752.19	\$ 20,661.99	\$ 5,165.50	\$ -	\$ -
May-10	\$ 6,539.00	\$ 1,765.53	\$ 484.97	\$ 130.94	\$ 969.62	\$ 22,575.09	\$ 5,643.77	\$ 40,934.45	\$ 10,233.61
Jun-10	\$ -	\$ -	\$ 1,625.00	\$ 438.75	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-10	\$ 7,196.50	\$ 1,943.06	\$ 1,125.00	\$ 303.75	\$ -	\$ 27,511.83	\$ 6,877.96	\$ 2,989.00	\$ 747.25
Aug-10	\$ -	\$ -	\$ 206.00	\$ 55.62	\$ -	\$ 564.16	\$ 141.04	\$ -	\$ -
Sep-10	\$ -	\$ -	\$ 959.97	\$ 238.55	\$ -	\$ -	\$ -	\$ -	\$ -
FY 09-10	\$ 61,320.51	\$ 15,779.68	\$ 6,173.94	\$ 1,620.36	\$ 25,410.46	\$ 204,786.64	\$ 51,196.66	\$ 135,237.81	\$ 33,809.45
Oct-10	\$ -	\$ -	\$ 986.00	\$ 266.22	\$ 9,000.00	\$ 813.93	\$ 203.48	\$ -	\$ -
Nov-10	\$ 314.00	\$ 84.78	\$ 1,844.82	\$ 498.10	\$ 7,950.00	\$ -	\$ -	\$ -	\$ -
Dec-10	\$ 29,629.25	\$ 7,999.90	\$ 4,535.00	\$ 1,224.45	\$ -	\$ 19,683.27	\$ 4,920.82	\$ 42,560.25	\$ 10,640.06
Jan-11	\$ 1,185.50	\$ 320.09	\$ -	\$ -	\$ -	\$ 54,701.69	\$ 13,675.42	\$ 17,339.46	\$ 4,334.87
Feb-11	\$ 104.00	\$ 28.08	\$ 8,450.00	\$ 2,281.50	\$ -	\$ 3,717.46	\$ 929.37	\$ 2,795.00	\$ 698.75
Mar-11	\$ 8,834.00	\$ 2,385.18	\$ -	\$ -	\$ 2,377.96	\$ 7,976.17	\$ 1,994.04	\$ -	\$ -
Apr-11	\$ 179.00	\$ 48.33	\$ -	\$ -	\$ 2,475.03	\$ 1,120.92	\$ 280.23	\$ -	\$ -
May-11	\$ 1,396.00	\$ 376.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,963.00	\$ 990.75
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-11	\$ 500.00	\$ 124.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 820.00	\$ 205.00
Aug-11	\$ 65.00	\$ 16.15	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -
Sep-11	\$ 22,221.37	\$ 5,485.75	\$ 125.00	\$ 31.06	\$ -	\$ 63,185.15	\$ 15,796.29	\$ 40,600.30	\$ 10,150.08
FY 10-11	\$ 64,428.12	\$ 16,869.43	\$ 15,940.82	\$ 4,301.33	\$ 22,402.99	\$ 151,198.59	\$ 37,799.65	\$ 108,078.01	\$ 27,019.50

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	nd Commissions				Total Sales and Commissions			
	35% F&B Outside		35% Alcohol Inside		Concessions		Catering	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ -	\$ -	\$ -	\$ -	\$ 61,944.62	\$ 15,486.16	\$ 68,533.13	\$ 14,435.86
Nov-09	\$ 3,995.38	\$ 1,398.38	\$ 12,056.00	\$ 4,219.60	\$ 17,808.67	\$ 6,057.31	\$ 68,650.39	\$ 9,265.03
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ 10,413.28	\$ 2,603.32	\$ 323,565.51	\$ 79,541.58
Jan-10	\$ -	\$ -	\$ -	\$ -	\$ 150,672.74	\$ 37,668.19	\$ 222,714.24	\$ 53,100.84
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,890.00	\$ 18,292.98
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,730.85	\$ 1,363.43
Apr-10	\$ -	\$ -	\$ -	\$ -	\$ 20,661.99	\$ 5,165.50	\$ 101,327.46	\$ 24,069.55
May-10	\$ -	\$ -	\$ -	\$ -	\$ 63,509.54	\$ 15,877.39	\$ 29,406.64	\$ 7,495.63
Jun-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,807.75	\$ 2,886.59
Jul-10	\$ -	\$ -	\$ -	\$ -	\$ 30,500.83	\$ 7,625.21	\$ 57,583.00	\$ 15,377.03
Aug-10	\$ -	\$ -	\$ -	\$ -	\$ 564.16	\$ 141.04	\$ 25,950.83	\$ 6,981.06
Sep-10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,117.47	\$ 245.70
FY 09-10	\$ 3,995.38	\$ 1,398.38	\$ 12,056.00	\$ 4,219.60	\$ 356,075.83	\$ 90,624.10	\$ 983,277.27	\$ 233,055.29
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ 813.93	\$ 203.48	\$ 17,357.45	\$ 2,169.89
Nov-10	\$ 8,878.61	\$ 3,107.51	\$ 2,460.75	\$ 861.26	\$ 11,339.36	\$ 3,968.78	\$ 54,999.78	\$ 11,437.38
Dec-10	\$ -	\$ -	\$ -	\$ -	\$ 62,243.52	\$ 15,560.88	\$ 438,032.22	\$ 117,188.66
Jan-11	\$ -	\$ -	\$ -	\$ -	\$ 72,041.15	\$ 18,010.29	\$ 115,285.55	\$ 31,735.36
Feb-11	\$ -	\$ -	\$ -	\$ -	\$ 6,512.46	\$ 1,628.12	\$ 71,455.84	\$ 18,692.74
Mar-11	\$ -	\$ -	\$ -	\$ -	\$ 7,976.17	\$ 1,994.04	\$ 106,571.16	\$ 27,125.66
Apr-11	\$ -	\$ -	\$ -	\$ -	\$ 1,120.92	\$ 280.23	\$ 4,074.03	\$ 431.73
May-11	\$ -	\$ -	\$ -	\$ -	\$ 3,963.00	\$ 990.75	\$ 20,556.60	\$ 3,630.73
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,626.00	\$ 2,027.52
Jul-11	\$ -	\$ -	\$ -	\$ -	\$ 820.00	\$ 205.00	\$ 17,720.75	\$ 4,403.61
Aug-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,836.75	\$ 10,495.83
Sep-11	\$ -	\$ -	\$ -	\$ -	\$ 103,785.45	\$ 25,946.36	\$ 92,528.66	\$ 22,286.32
FY 10-11	\$ 8,878.61	\$ 3,107.51	\$ 2,460.75	\$ 861.26	\$ 270,615.96	\$ 68,787.93	\$ 989,044.79	\$ 251,625.43

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Aramark and RK Group LLC							
	F&B Concessions		Alcohol Concessions		Subcontracted Concessions		Catering F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ 193,330.28	\$ 64,054.90	\$ 123,050.95	\$ 40,484.08	\$ 178,542.19	\$ 49,099.10	\$ 60,581.12	\$ 12,447.86
Nov-09	\$ 164,848.74	\$ 57,521.33	\$ 20,689.52	\$ 7,241.33	\$ 211,379.16	\$ 58,129.27	\$ 64,344.39	\$ 8,188.53
Dec-09	\$ 76,914.27	\$ 25,878.67	\$ -	\$ -	\$ 64,501.78	\$ 17,737.99	\$ 323,565.51	\$ 79,541.58
Jan-10	\$ 601,485.76	\$ 202,000.42	\$ 339,263.68	\$ 112,194.61	\$ 442,038.61	\$ 121,560.62	\$ 196,129.24	\$ 46,454.59
Feb-10	\$ 78,626.85	\$ 27,519.40	\$ 12,416.41	\$ 4,345.75	\$ 98,955.70	\$ 27,212.82	\$ 67,890.00	\$ 18,292.98
Mar-10	\$ 44,319.38	\$ 15,511.78	\$ 4,280.24	\$ 1,498.09	\$ 102,588.56	\$ 28,211.85	\$ 5,730.85	\$ 1,363.43
Apr-10	\$ 124,238.67	\$ 44,130.54	\$ -	\$ -	\$ 85,569.30	\$ 23,531.56	\$ 92,585.46	\$ 21,709.21
May-10	\$ 158,109.09	\$ 59,857.38	\$ 477,560.06	\$ 184,883.85	\$ 258,073.49	\$ 70,970.21	\$ 22,867.64	\$ 5,730.10
Jun-10	\$ 178,687.38	\$ 71,474.95	\$ 61,139.16	\$ 24,455.66	\$ 75,817.01	\$ 20,849.68	\$ 10,807.75	\$ 2,886.59
Jul-10	\$ 364,481.52	\$ 130,869.89	\$ 83,966.08	\$ 33,138.08	\$ 315,335.62	\$ 86,717.30	\$ 50,386.50	\$ 13,433.98
Aug-10	\$ 62,957.07	\$ 25,098.21	\$ 9,243.00	\$ 3,697.20	\$ 116,937.55	\$ 32,157.83	\$ 25,950.83	\$ 6,981.06
Sep-10	\$ 32,848.79	\$ 13,139.52	\$ 29,487.38	\$ 11,794.95	\$ 49,575.67	\$ 13,633.31	\$ 1,117.47	\$ 245.70
FY 09-10	\$ 2,080,847.80	\$ 737,056.98	\$ 1,161,096.48	\$ 423,733.60	\$ 1,999,314.64	\$ 549,811.53	\$ 921,956.76	\$ 217,275.61
Oct-10	\$ 60,155.41	\$ 20,973.00	\$ 666.82	\$ 233.39	\$ 63,146.31	\$ 17,365.24	\$ 17,357.45	\$ 2,169.89
Nov-10	\$ 136,606.31	\$ 47,812.20	\$ 3,613.12	\$ 1,264.59	\$ 197,187.37	\$ 54,226.53	\$ 54,685.78	\$ 11,352.60
Dec-10	\$ 194,334.40	\$ 66,048.72	\$ 159,070.71	\$ 51,418.72	\$ 272,088.30	\$ 74,824.28	\$ 408,402.97	\$ 109,188.77
Jan-11	\$ 364,180.57	\$ 121,993.02	\$ 94,969.33	\$ 31,505.31	\$ 236,352.49	\$ 64,996.93	\$ 114,100.05	\$ 31,415.27
Feb-11	\$ 84,343.31	\$ 29,148.41	\$ 27,884.93	\$ 9,480.22	\$ 126,552.58	\$ 34,801.96	\$ 71,351.84	\$ 18,664.66
Mar-11	\$ 98,743.35	\$ 33,458.47	\$ -	\$ -	\$ 85,307.75	\$ 23,459.63	\$ 97,737.16	\$ 24,740.48
Apr-11	\$ 18,320.49	\$ 6,231.27	\$ 12,056.34	\$ 4,219.72	\$ 106,249.93	\$ 29,218.73	\$ 3,895.03	\$ 383.40
May-11	\$ 72,494.67	\$ 25,081.53	\$ 47,729.62	\$ 16,309.06	\$ 71,533.48	\$ 19,671.71	\$ 19,160.60	\$ 3,253.81
Jun-11	\$ 113,882.03	\$ 39,858.72	\$ 1,340.11	\$ 469.04	\$ 18,106.16	\$ 4,979.19	\$ 7,626.00	\$ 2,027.52
Jul-11	\$ 132,140.91	\$ 46,899.23	\$ 46,059.96	\$ 16,316.24	\$ 128,483.14	\$ 35,332.85	\$ 17,220.75	\$ 4,279.36
Aug-11	\$ 58,936.58	\$ 23,574.63	\$ 33,393.59	\$ 13,357.43	\$ 108,878.02	\$ 29,941.46	\$ 42,771.75	\$ 10,479.68
Sep-11	\$ 243,601.71	\$ 87,766.47	\$ 214,000.68	\$ 79,510.23	\$ 457,631.06	\$ 125,848.54	\$ 70,307.29	\$ 16,800.57
FY 10-11	\$ 1,577,739.74	\$ 548,845.67	\$ 640,785.21	\$ 224,083.95	\$ 1,871,516.59	\$ 514,667.05	\$ 924,616.67	\$ 234,756.01

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Catering Alcohol		Merchandise		TOTAL	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-09	\$ 7,952.01	\$ 1,988.00	\$ -	\$ -	\$ 563,456.55	\$ 168,073.94
Nov-09	\$ 4,306.00	\$ 1,076.50	\$ -	\$ -	\$ 465,567.81	\$ 132,156.95
Dec-09	\$ -	\$ -	\$ -	\$ -	\$ 464,981.56	\$ 123,158.24
Jan-10	\$ 26,585.00	\$ 6,646.25	\$ 26,517.44	\$ 3,977.62	\$ 1,632,019.73	\$ 492,834.11
Feb-10	\$ -	\$ -	\$ -	\$ -	\$ 257,888.96	\$ 77,370.95
Mar-10	\$ -	\$ -	\$ -	\$ -	\$ 156,919.03	\$ 46,585.15
Apr-10	\$ 8,742.00	\$ 2,360.34	\$ 263,614.20	\$ 26,361.42	\$ 574,749.63	\$ 118,093.07
May-10	\$ 6,539.00	\$ 1,765.53	\$ 577,818.14	\$ 59,597.16	\$ 1,500,967.42	\$ 382,804.23
Jun-10	\$ -	\$ -	\$ 11,255.49	\$ 2,138.54	\$ 337,706.79	\$ 121,805.42
Jul-10	\$ 7,196.50	\$ 1,943.06	\$ -	\$ -	\$ 821,366.22	\$ 266,102.30
Aug-10	\$ -	\$ -	\$ 6,797.68	\$ -	\$ 221,886.13	\$ 67,934.30
Sep-10	\$ -	\$ -	\$ -	\$ -	\$ 113,029.31	\$ 38,813.48
FY 09-10	\$ 61,320.51	\$ 15,779.68	\$ 886,002.95	\$ 92,074.74	\$ 7,110,539.14	\$ 2,035,732.13
Oct-10	\$ -	\$ -	\$ -	\$ -	\$ 141,325.99	\$ 40,741.51
Nov-10	\$ 314.00	\$ 84.78	\$ -	\$ -	\$ 392,406.58	\$ 114,740.70
Dec-10	\$ 29,629.25	\$ 7,999.90	\$ -	\$ -	\$ 1,063,525.63	\$ 309,480.39
Jan-11	\$ 1,185.50	\$ 320.09	\$ 40,522.54	\$ 6,078.38	\$ 851,310.48	\$ 256,309.00
Feb-11	\$ 104.00	\$ 28.08	\$ 47,613.40	\$ 8,335.09	\$ 357,850.06	\$ 100,458.42
Mar-11	\$ 8,834.00	\$ 2,385.18	\$ 156,433.67	\$ 15,643.37	\$ 447,055.93	\$ 99,687.14
Apr-11	\$ 179.00	\$ 48.33	\$ 21,894.09	\$ 3,456.56	\$ 162,594.88	\$ 43,558.02
May-11	\$ 1,396.00	\$ 376.92	\$ 140,755.06	\$ 21,461.50	\$ 353,069.43	\$ 86,154.53
Jun-11	\$ -	\$ -	\$ -	\$ -	\$ 140,954.30	\$ 47,334.47
Jul-11	\$ 500.00	\$ 124.25	\$ -	\$ -	\$ 324,404.76	\$ 102,951.93
Aug-11	\$ 65.00	\$ 16.15	\$ -	\$ -	\$ 244,044.94	\$ 77,369.35
Sep-11	\$ 22,221.37	\$ 5,485.75	\$ -	\$ -	\$ 1,007,762.11	\$ 315,411.55
FY 10-11	\$ 64,428.12	\$ 16,869.43	\$ 407,218.76	\$ 54,974.91	\$ 5,486,305.09	\$ 1,594,197.01

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Concessions Sales and Commissions							
	25%		27.5% Subcontracted (incl. Alcohol)		35% F&B		35% Alcohol	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ 1,864.52	\$ 466.13	\$ 166,399.87	\$ 45,759.96	\$ 106,993.61	\$ 37,447.76	\$ 91,997.58	\$ 32,188.66
Nov-11	\$ 170.17	\$ 42.54	\$ 219,707.08	\$ 60,419.45	\$ 148,576.92	\$ 52,001.92	\$ 56,393.73	\$ 19,737.80
Dec-11	\$ 3,299.89	\$ 824.97	\$ 277,464.10	\$ 76,302.63	\$ 201,453.21	\$ 70,508.62	\$ 181,321.52	\$ 63,462.53
Jan-12	\$ 3,277.68	\$ 819.42	\$ 262,416.12	\$ 72,164.43	\$ 247,397.67	\$ 86,589.18	\$ 113,200.32	\$ 39,620.12
Feb-12	\$ 3,521.84	\$ 880.46	\$ 203,670.44	\$ 56,009.37	\$ 82,584.00	\$ 28,904.40	\$ 179,922.17	\$ 62,972.77
Mar-12	\$ 325.56	\$ 81.39	\$ 82,434.86	\$ 22,669.59	\$ 60,559.83	\$ 21,623.26	\$ 53,111.61	\$ 20,708.20
Apr-12	\$ 221.97	\$ 55.49	\$ 118,530.80	\$ 32,595.97	\$ -	\$ -	\$ -	\$ -
May-12	\$ 207.17	\$ 51.79	\$ 65,615.66	\$ 18,044.31	\$ -	\$ -	\$ -	\$ -
Jun-12	\$ 236.77	\$ 59.19	\$ 81,164.59	\$ 22,320.26	\$ -	\$ -	\$ -	\$ -
Jul-12	\$ 443.93	\$ 110.98	\$ 211,929.63	\$ 58,280.65	\$ -	\$ -	\$ -	\$ -
Aug-12	\$ -	\$ -	\$ 43,095.89	\$ 11,851.37	\$ -	\$ -	\$ -	\$ -
Sep-12	\$ 569.71	\$ 142.43	\$ 167,040.91	\$ 45,936.25	\$ -	\$ -	\$ -	\$ -
FY 11-12	\$ 14,139.21	\$ 3,534.81	\$ 1,899,469.95	\$ 522,354.24	\$ 847,565.24	\$ 297,075.14	\$ 675,946.93	\$ 238,690.08
Oct-12	\$ 2,781.97	\$ 695.49	\$ 126,675.80	\$ 34,835.85	\$ 54,118.26	\$ 18,941.39	\$ 73,089.44	\$ 25,581.30
Nov-12	\$ 1,790.53	\$ 447.63	\$ 341,630.46	\$ 93,948.38	\$ 149,919.99	\$ 52,472.00	\$ 152,936.12	\$ 53,527.64
Dec-12	\$ 702.89	\$ 175.72	\$ 287,119.65	\$ 78,957.90	\$ 149,690.18	\$ 52,391.57	\$ 248,034.10	\$ 86,811.93
Jan-13	\$ 4,631.66	\$ 1,157.92	\$ 303,317.24	\$ 83,412.24	\$ 223,530.33	\$ 78,235.62	\$ 99,213.43	\$ 34,724.70
Feb-13	\$ 3,144.51	\$ 786.13	\$ 126,722.32	\$ 34,848.64	\$ 73,731.28	\$ 25,805.95	\$ 46,816.30	\$ 16,385.71
Mar-13	\$ 1,612.95	\$ 403.24	\$ 371,886.14	\$ 102,268.69	\$ 114,484.01	\$ 40,069.40	\$ 147,324.37	\$ 51,563.53
Apr-13	\$ 96.07	\$ 24.02	\$ 284,678.29	\$ 78,286.53	\$ -	\$ -	\$ -	\$ -
May-13	\$ 332.56	\$ 83.14	\$ 97,906.60	\$ 26,924.32	\$ -	\$ -	\$ -	\$ -
Jun-13	\$ 192.25	\$ 48.06	\$ 315,395.37	\$ 86,733.73	\$ -	\$ -	\$ -	\$ -
Jul-13	\$ 266.05	\$ 66.51	\$ 93,410.69	\$ 25,687.94	\$ -	\$ -	\$ -	\$ -
Aug-13	\$ -	\$ -	\$ 4,334.26	\$ 1,191.92	\$ -	\$ -	\$ -	\$ -
Sep-13	\$ 1,027.25	\$ 256.81	\$ 204,918.92	\$ 56,352.70	\$ -	\$ -	\$ -	\$ -
FY 12-13	\$ 16,578.69	\$ 4,144.68	\$ 2,557,995.74	\$ 703,448.84	\$ 765,474.05	\$ 267,915.93	\$ 767,413.76	\$ 268,594.81

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year						Catering Sales and Comm			
	40% F&B		40% Alcohol		0% Alcohol	40% F&B		27% F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-12	\$ 18,952.99	\$ 7,581.20	\$ 18,122.28	\$ 7,248.92	\$ -	\$ -	\$ -	\$ -	\$ -
May-12	\$ 47,838.02	\$ 19,135.20	\$ 65,618.30	\$ 26,247.33	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-12	\$ 101,831.67	\$ 40,732.66	\$ 74,540.94	\$ 29,816.38	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-12	\$ 49,579.34	\$ 19,831.74	\$ 23,252.26	\$ 9,300.89	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-12	\$ 19,054.77	\$ 7,621.90	\$ 45,403.66	\$ 18,161.47	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-12	\$ 82,287.05	\$ 32,914.82	\$ 137,468.90	\$ 54,987.56	\$ -	\$ -	\$ -	\$ -	\$ -
FY 11-12	\$ 319,543.84	\$ 127,817.52	\$ 364,406.34	\$ 145,762.55	\$ -	\$ -	\$ -	\$ -	\$ -
Oct-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-13	\$ 57,547.00	\$ 23,018.80	\$ 29,500.00	\$ 11,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-13	\$ 50,608.60	\$ 20,243.44	\$ 315,933.27	\$ 126,373.30	\$ -	\$ -	\$ -	\$ -	\$ -
May-13	\$ 21,107.03	\$ 8,442.81	\$ 34,041.25	\$ 13,616.49	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-13	\$ 313,047.18	\$ 125,218.87	\$ 800,152.05	\$ 320,060.82	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-13	\$ 70,154.85	\$ 28,061.94	\$ 16,863.00	\$ 6,745.20	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-13	\$ 22,836.09	\$ 9,134.44	\$ 25,718.72	\$ 10,287.49	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-13	\$ 99,990.08	\$ 39,996.03	\$ 270,623.27	\$ 108,249.31	\$ -	\$ -	\$ -	\$ -	\$ -
FY 12-13	\$ 635,290.83	\$ 254,116.33	\$ 1,492,831.56	\$ 597,132.61	\$ -	\$ -	\$ -	\$ -	\$ -

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Aramark											
Commissions											
Month-Year	27% Alcohol		0%	5%		7%		8%		9%	
	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 249.71	\$ 19.98	\$ -	\$ -
Feb-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 332.95	\$ 26.64	\$ -	\$ -
Mar-12	\$ -	\$ -	\$ -	\$ 1,734.10	\$ 86.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,546.76	\$ 248.27	\$ -	\$ -	\$ -	\$ -
Jun-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 471.68	\$ 33.02	\$ -	\$ -	\$ -	\$ -
Jul-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 514.22	\$ 36.00	\$ -	\$ -	\$ -	\$ -
Sep-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 11-12	\$ -	\$ -	\$ -	\$ 1,734.10	\$ 86.71	\$ 4,532.66	\$ 317.29	\$ 582.66	\$ 46.61	\$ -	\$ -
Oct-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 615.03	\$ 43.05	\$ -	\$ -	\$ -	\$ -
Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 886.84	\$ 62.08	\$ -	\$ -
Jun-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 429.56	\$ 30.07	\$ -	\$ -	\$ 877,984.30	\$ 79,018.59
Jul-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 12-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,044.59	\$ 73.12	\$ 886.84	\$ 62.08	\$ 877,984.30	\$ 79,018.59

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Merchandise Sales and Commissions									
Month-Year	10%		12%		15%		17%		18%
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales
Oct-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-11	\$ 144,028.59	\$ 14,402.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-12	\$ -	\$ -	\$ -	\$ -	\$ 43,594.91	\$ 6,539.24	\$ 20,729.83	\$ 3,524.07	\$ -
Feb-12	\$ 13,523.24	\$ 1,352.32	\$ -	\$ -	\$ -	\$ -	\$ 2,617.34	\$ 444.95	\$ -
Mar-12	\$ 24,266.34	\$ 2,426.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-12	\$ 13,368.78	\$ 1,336.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-12	\$ 12,521.61	\$ 1,252.16	\$ -	\$ -	\$ 70,999.57	\$ 10,649.94	\$ -	\$ -	\$ -
Jun-12	\$ 13,802.54	\$ 1,380.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-12	\$ 14,933.63	\$ 1,493.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-12	\$ 1,538.96	\$ 153.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-12	\$ -	\$ -	\$ -	\$ -	\$ 2,621.04	\$ 393.16	\$ -	\$ -	\$ -
FY 11-12	\$ 237,983.69	\$ 23,798.36	\$ -	\$ -	\$ 117,215.52	\$ 17,582.33	\$ 23,347.17	\$ 3,969.02	\$ -
Oct-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-12	\$ -	\$ -	\$ -	\$ -	\$ 50,043.94	\$ 7,506.59	\$ -	\$ -	\$ -
Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-13	\$ -	\$ -	\$ -	\$ -	\$ 46,658.01	\$ 6,998.70	\$ -	\$ -	\$ -
Feb-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-13	\$ 11,879.76	\$ 1,187.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-13	\$ 4,973.67	\$ 497.37	\$ 24,480.37	\$ 2,937.64	\$ -	\$ -	\$ -	\$ -	\$ 126,309.55
May-13	\$ 15,781.99	\$ 1,578.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-13	\$ 5,882.44	\$ 588.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-13	\$ 10,504.39	\$ 1,050.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 12-13	\$ 49,022.25	\$ 4,902.23	\$ 24,480.37	\$ 2,937.64	\$ 96,701.95	\$ 14,505.29	\$ -	\$ -	\$ 126,309.55

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	19%		20%		22%		85%		Concess	
	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	
Oct-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,255.58	
Nov-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 424,847.90	
Dec-11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 663,538.72	
Jan-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 626,291.79	
Feb-12	\$ -	\$ -	\$ -	\$ 34,885.53	\$ 6,977.11	\$ -	\$ -	\$ -	\$ 469,698.45	
Mar-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196,431.86	
Apr-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,828.04	
May-12	\$ -	\$ -	\$ -	\$ 4,443.93	\$ 888.79	\$ -	\$ -	\$ -	\$ 179,279.15	
Jun-12	\$ -	\$ -	\$ -	\$ 97,068.21	\$ 19,413.64	\$ -	\$ -	\$ -	\$ 257,773.97	
Jul-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,205.16	
Aug-12	\$ -	\$ -	\$ -	\$ 4,120.23	\$ 824.05	\$ -	\$ -	\$ -	\$ 107,554.32	
Sep-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 387,366.57	
FY 11-12	\$ -	\$ -	\$ -	\$ 140,517.90	\$ 28,103.58	\$ -	\$ -	\$ -	\$ 4,121,071.51	
Oct-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,665.47	
Nov-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 646,277.10	
Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 685,546.82	
Jan-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630,692.66	
Feb-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,414.41	
Mar-13	\$ -	\$ 51,389.57	\$ 9,764.02	\$ -	\$ -	\$ -	\$ -	\$ 220,906.24	\$ 187,770.30	
Apr-13	\$ 22,735.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 651,316.23	
May-13	\$ -	\$ -	\$ -	\$ 774.14	\$ 154.83	\$ -	\$ -	\$ -	\$ 153,387.44	
Jun-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,428,786.85	
Jul-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,694.59	
Aug-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,889.07	
Sep-13	\$ -	\$ -	\$ -	\$ 4,603.70	\$ 920.74	\$ -	\$ -	\$ -	\$ 576,559.52	
FY 12-13	\$ 22,735.72	\$ 51,389.57	\$ 9,764.02	\$ 5,377.84	\$ 1,075.57	\$ -	\$ -	\$ 220,906.24	\$ 187,770.30	\$ 6,235,584.63

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Sales and Commissions						Catering Sa			
	Commissions		Catering		Merchandise		23.1/24.85/25/27% F&B		15% Discount	
	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm. (10%/12%)	
Oct-11	\$ 115,862.51	\$ -	\$ -	\$ -	\$ -	\$ 36,909.09	\$ 9,965.45	\$ 2,572.75	\$ 308.73	
Nov-11	\$ 132,201.72	\$ -	\$ -	\$ -	\$ -	\$ 55,566.22	\$ 15,002.88	\$ 3,640.38	\$ 436.85	
Dec-11	\$ 211,098.75	\$ -	\$ -	\$ 144,028.59	\$ 14,402.86	\$ 411,023.58	\$ 110,976.37	\$ 15,827.60	\$ 1,899.31	
Jan-12	\$ 199,193.16	\$ -	\$ -	\$ 64,574.45	\$ 10,083.28	\$ 90,474.94	\$ 24,428.23	\$ 759.60	\$ 91.15	
Feb-12	\$ 148,767.00	\$ -	\$ -	\$ 51,359.06	\$ 8,801.01	\$ 54,738.74	\$ 14,779.46	\$ 84.88	\$ 10.19	
Mar-12	\$ 65,082.44	\$ -	\$ -	\$ 26,000.44	\$ 2,513.34	\$ 22,859.67	\$ 6,172.11	\$ 210.00	\$ 25.20	
Apr-12	\$ 47,481.58	\$ -	\$ -	\$ 13,368.78	\$ 1,336.88	\$ 12,251.28	\$ 3,307.85	\$ -	\$ -	
May-12	\$ 63,478.63	\$ -	\$ -	\$ 91,511.87	\$ 13,039.15	\$ 11,327.00	\$ 3,058.29	\$ (9,888.00)	\$ (1,186.56)	
Jun-12	\$ 92,928.49	\$ -	\$ -	\$ 111,342.43	\$ 20,826.91	\$ 21,467.50	\$ 5,796.23	\$ -	\$ -	
Jul-12	\$ 87,524.26	\$ -	\$ -	\$ 14,933.63	\$ 1,493.36	\$ 13,098.00	\$ 3,536.46	\$ -	\$ -	
Aug-12	\$ 37,634.74	\$ -	\$ -	\$ 6,173.41	\$ 1,013.94	\$ 39,011.50	\$ 10,121.05	\$ -	\$ -	
Sep-12	\$ 133,981.06	\$ -	\$ -	\$ 2,621.04	\$ 393.16	\$ 119,976.14	\$ 29,012.40	\$ 210.00	\$ 25.20	
FY 11-12	\$ 1,335,234.33	\$ -	\$ -	\$ 525,913.70	\$ 73,903.89	\$ 888,703.66	\$ 236,156.77	\$ 13,417.21	\$ 1,610.07	
Oct-12	\$ 80,054.03	\$ -	\$ -	\$ -	\$ -	\$ 37,095.76	\$ 10,015.86	\$ 2,144.50	\$ 257.34	
Nov-12	\$ 200,395.65	\$ -	\$ -	\$ 50,658.97	\$ 7,549.64	\$ 119,652.50	\$ 32,306.18	\$ 6,311.90	\$ 757.43	
Dec-12	\$ 218,337.13	\$ -	\$ -	\$ -	\$ -	\$ 415,561.25	\$ 112,201.54	\$ 3,080.13	\$ 369.62	
Jan-13	\$ 197,530.48	\$ -	\$ -	\$ 46,658.01	\$ 6,998.70	\$ 89,081.21	\$ 24,051.93	\$ 2,536.50	\$ 304.38	
Feb-13	\$ 77,826.43	\$ -	\$ -	\$ -	\$ -	\$ 54,070.75	\$ 14,599.10	\$ -	\$ -	
Mar-13	\$ 229,123.66	\$ -	\$ -	\$ 284,175.57	\$ 198,722.30	\$ 100,677.99	\$ 27,183.06	\$ 2,328.90	\$ 279.47	
Apr-13	\$ 224,927.29	\$ -	\$ -	\$ 155,763.59	\$ 26,170.73	\$ 44,935.55	\$ 12,132.60	\$ 2,495.50	\$ 299.46	
May-13	\$ 49,066.76	\$ -	\$ -	\$ 17,442.97	\$ 1,795.11	\$ 31,654.60	\$ 8,546.74	\$ 408.00	\$ 48.96	
Jun-13	\$ 532,061.48	\$ -	\$ -	\$ 884,296.30	\$ 79,636.90	\$ 102,782.82	\$ 27,751.36	\$ 930.00	\$ 111.60	
Jul-13	\$ 60,561.59	\$ -	\$ -	\$ 10,504.39	\$ 1,050.44	\$ 39,532.50	\$ 10,673.78	\$ -	\$ -	
Aug-13	\$ 20,613.85	\$ -	\$ -	\$ -	\$ -	\$ 30,760.04	\$ 8,305.21	\$ -	\$ -	
Sep-13	\$ 204,854.86	\$ -	\$ -	\$ 4,603.70	\$ 920.74	\$ 80,473.38	\$ 21,207.69	\$ 1,122.50	\$ 134.70	
FY 12-13	\$ 2,095,353.19	\$ -	\$ -	\$ 1,454,103.50	\$ 322,844.56	\$ 1,146,278.35	\$ 308,975.03	\$ 21,357.93	\$ 2,562.95	

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

RK Group LLC									
Month-Year	Sales and Commissions					Concessions Sales and Commissions			
	23.1/24.85/25/27% Alcohol		23.1/24.85/25/27% Other		Non-Comm.	25% F&B Inside		25% Alcohol Inside	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ 9,913.82	\$ 2,676.73	\$ -	\$ -	\$ -	\$ 15,138.25	\$ 3,784.56	\$ 15,902.00	\$ 3,975.50
Nov-11	\$ 4,888.03	\$ 1,319.77	\$ 700.00	\$ 189.00	\$ 7,860.00	\$ 6,791.31	\$ 1,697.83	\$ 8,499.50	\$ 2,124.88
Dec-11	\$ 35,642.51	\$ 9,623.48	\$ 4,945.13	\$ 1,335.19	\$ 3,854.34	\$ 26,236.67	\$ 6,559.17	\$ 46,725.00	\$ 11,681.25
Jan-12	\$ 1,836.99	\$ 495.99	\$ -	\$ -	\$ -	\$ 36,221.28	\$ 9,055.32	\$ 23,393.30	\$ 5,848.33
Feb-12	\$ 823.50	\$ 222.35	\$ 7,820.00	\$ 2,111.40	\$ -	\$ 495.72	\$ 123.93	\$ 5,227.20	\$ 1,306.80
Mar-12	\$ 10,315.00	\$ 2,785.05	\$ 675.00	\$ 182.25	\$ -	\$ 1,346.59	\$ 336.65	\$ 4,421.00	\$ 1,105.25
Apr-12	\$ 547.50	\$ 147.83	\$ -	\$ -	\$ -	\$ 1,546.36	\$ 386.59	\$ -	\$ -
May-12	\$ 1,662.00	\$ 448.74	\$ 64.74	\$ 17.48	\$ -	\$ -	\$ -	\$ 5,365.00	\$ 1,341.25
Jun-12	\$ 374.00	\$ 100.98	\$ 1,954.71	\$ 527.77	\$ -	\$ 1,587.98	\$ 397.00	\$ 8,090.00	\$ 2,022.50
Jul-12	\$ 31.00	\$ 8.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-12	\$ 3,500.00	\$ 945.00	\$ 1,430.00	\$ 386.10	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-12	\$ 51,964.70	\$ 12,653.20	\$ 381.00	\$ 92.49	\$ -	\$ 22,697.69	\$ 5,674.42	\$ 18,605.47	\$ 4,651.37
FY 11-12	\$ 121,499.05	\$ 31,427.47	\$ 17,970.58	\$ 4,841.68	\$ 11,714.34	\$ 112,061.85	\$ 28,015.46	\$ 136,228.47	\$ 34,057.12
Oct-12	\$ 10,031.15	\$ 2,708.41	\$ 1,156.07	\$ 312.14	\$ -	\$ 8,425.30	\$ 2,106.33	\$ 14,112.25	\$ 3,528.06
Nov-12	\$ 21,111.26	\$ 5,700.04	\$ 1,162.43	\$ 313.86	\$ 200.00	\$ 22,240.42	\$ 5,560.11	\$ 17,330.70	\$ 4,332.68
Dec-12	\$ 35,990.63	\$ 9,717.47	\$ 4,660.17	\$ 1,258.25	\$ 879.40	\$ 23,934.43	\$ 5,983.61	\$ 61,253.55	\$ 15,313.39
Jan-13	\$ 1,686.66	\$ 455.40	\$ -	\$ -	\$ 200.00	\$ 46,990.34	\$ 11,747.59	\$ 14,940.00	\$ 3,735.00
Feb-13	\$ 210.00	\$ 56.70	\$ 2,546.00	\$ 687.42	\$ 150.00	\$ 801.85	\$ 200.46	\$ 5,311.50	\$ 1,327.88
Mar-13	\$ 33,317.40	\$ 8,995.70	\$ -	\$ -	\$ 150.00	\$ 46,746.00	\$ 11,686.50	\$ 58,830.80	\$ 14,707.70
Apr-13	\$ 5,673.89	\$ 1,531.95	\$ 756.50	\$ 204.26	\$ 150.00	\$ 13,342.09	\$ 3,335.52	\$ 46,644.29	\$ 11,661.07
May-13	\$ 12,774.00	\$ 3,448.98	\$ -	\$ -	\$ 150.00	\$ 905.08	\$ 226.27	\$ 1,615.80	\$ 403.95
Jun-13	\$ 54,340.27	\$ 14,671.87	\$ 686.95	\$ 185.48	\$ 1,367.30	\$ 96,679.45	\$ 24,169.86	\$ 21,623.23	\$ 5,405.81
Jul-13	\$ 7,106.00	\$ 1,918.62	\$ 2,500.00	\$ 675.00	\$ 150.00	\$ -	\$ -	\$ 53.00	\$ 13.25
Aug-13	\$ 13,954.00	\$ 3,767.58	\$ 497.00	\$ 134.19	\$ 948.00	\$ -	\$ -	\$ 3,719.00	\$ 929.75
Sep-13	\$ 32,446.82	\$ 8,609.72	\$ -	\$ -	\$ 279.00	\$ 32,094.38	\$ 8,023.60	\$ 53,414.80	\$ 13,353.70
FY 12-13	\$ 228,642.08	\$ 61,582.44	\$ 13,965.12	\$ 3,770.58	\$ 4,623.70	\$ 292,159.34	\$ 73,039.84	\$ 298,848.92	\$ 74,712.23

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	nd Commissions				Total Sales and Commissions			
	35% F&B Outside		35% Alcohol Inside		Concessions		Catering	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ -	\$ -	\$ -	\$ -	\$ 31,040.25	\$ 7,760.06	\$ 49,395.66	\$ 12,950.92
Nov-11	\$ 9,241.16	\$ 3,234.41	\$ 1,692.00	\$ 592.20	\$ 26,223.97	\$ 7,649.31	\$ 72,654.63	\$ 16,948.49
Dec-11	\$ -	\$ -	\$ -	\$ -	\$ 72,961.67	\$ 18,240.42	\$ 471,293.16	\$ 123,834.34
Jan-12	\$ -	\$ -	\$ -	\$ -	\$ 59,614.58	\$ 14,903.65	\$ 93,071.53	\$ 25,015.37
Feb-12	\$ -	\$ -	\$ -	\$ -	\$ 5,722.92	\$ 1,430.73	\$ 63,467.12	\$ 17,123.39
Mar-12	\$ -	\$ -	\$ -	\$ -	\$ 5,767.59	\$ 1,441.90	\$ 34,059.67	\$ 9,164.61
Apr-12	\$ -	\$ -	\$ -	\$ -	\$ 1,546.36	\$ 386.59	\$ 12,798.78	\$ 3,455.67
May-12	\$ -	\$ -	\$ -	\$ -	\$ 5,365.00	\$ 1,341.25	\$ 3,165.74	\$ 2,337.95
Jun-12	\$ -	\$ -	\$ -	\$ -	\$ 9,677.98	\$ 2,419.50	\$ 23,796.21	\$ 6,424.98
Jul-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,129.00	\$ 3,544.83
Aug-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,941.50	\$ 11,452.15
Sep-12	\$ -	\$ -	\$ -	\$ -	\$ 41,303.16	\$ 10,325.79	\$ 172,531.84	\$ 41,783.29
FY 11-12	\$ 9,241.16	\$ 3,234.41	\$ 1,692.00	\$ 592.20	\$ 259,223.48	\$ 65,899.19	\$ 1,053,304.84	\$ 274,035.99
Oct-12	\$ -	\$ -	\$ -	\$ -	\$ 22,537.55	\$ 5,634.39	\$ 50,427.48	\$ 13,293.74
Nov-12	\$ 4,878.61	\$ 1,707.51	\$ 8,844.00	\$ 3,095.40	\$ 53,293.73	\$ 14,695.69	\$ 148,438.09	\$ 39,077.50
Dec-12	\$ -	\$ -	\$ -	\$ -	\$ 85,187.98	\$ 21,297.00	\$ 460,171.58	\$ 123,546.87
Jan-13	\$ -	\$ -	\$ -	\$ -	\$ 61,930.34	\$ 15,482.59	\$ 93,504.37	\$ 24,811.70
Feb-13	\$ -	\$ -	\$ -	\$ -	\$ 6,113.35	\$ 1,528.34	\$ 56,976.75	\$ 15,343.22
Mar-13	\$ -	\$ -	\$ -	\$ -	\$ 105,576.80	\$ 26,394.20	\$ 136,474.29	\$ 36,458.22
Apr-13	\$ -	\$ -	\$ -	\$ -	\$ 59,986.38	\$ 14,996.60	\$ 54,011.44	\$ 14,168.26
May-13	\$ -	\$ -	\$ -	\$ -	\$ 2,520.88	\$ 630.22	\$ 44,986.60	\$ 12,044.68
Jun-13	\$ -	\$ -	\$ 2,730.70	\$ 955.75	\$ 121,033.38	\$ 30,531.42	\$ 160,107.34	\$ 42,720.31
Jul-13	\$ -	\$ -	\$ -	\$ -	\$ 53.00	\$ 13.25	\$ 49,288.50	\$ 13,267.40
Aug-13	\$ -	\$ -	\$ -	\$ -	\$ 3,719.00	\$ 929.75	\$ 46,159.04	\$ 12,206.98
Sep-13	\$ -	\$ -	\$ -	\$ -	\$ 85,509.18	\$ 21,377.30	\$ 114,321.70	\$ 29,952.11
FY 12-13	\$ 4,878.61	\$ 1,707.51	\$ 11,574.70	\$ 4,051.15	\$ 607,461.57	\$ 153,510.72	\$ 1,414,867.18	\$ 376,891.01

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Aramark and RK Group LLC							
	F&B Concessions		Alcohol Concessions		Subcontracted Concessions		Catering F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ 123,996.38	\$ 41,698.45	\$ 107,899.58	\$ 36,164.16	\$ 166,399.87	\$ 45,759.96	\$ 39,481.84	\$ 10,274.18
Nov-11	\$ 164,779.56	\$ 56,976.70	\$ 66,585.23	\$ 22,454.88	\$ 219,707.08	\$ 60,419.45	\$ 67,766.60	\$ 15,628.73
Dec-11	\$ 230,989.77	\$ 77,892.76	\$ 228,046.52	\$ 75,143.78	\$ 277,464.10	\$ 76,302.63	\$ 435,650.65	\$ 114,210.86
Jan-12	\$ 286,896.63	\$ 96,463.92	\$ 136,593.62	\$ 45,468.45	\$ 262,416.12	\$ 72,164.43	\$ 91,234.54	\$ 24,519.39
Feb-12	\$ 86,601.56	\$ 29,908.79	\$ 185,149.37	\$ 64,279.57	\$ 203,670.44	\$ 56,009.37	\$ 62,643.62	\$ 16,901.05
Mar-12	\$ 62,231.98	\$ 22,041.30	\$ 57,532.61	\$ 21,813.45	\$ 82,434.86	\$ 22,669.59	\$ 23,744.67	\$ 6,379.56
Apr-12	\$ 20,721.32	\$ 8,023.28	\$ 18,122.28	\$ 7,248.92	\$ 118,530.80	\$ 32,595.97	\$ 12,251.28	\$ 3,307.85
May-12	\$ 48,045.19	\$ 19,186.99	\$ 70,983.30	\$ 27,588.58	\$ 65,615.66	\$ 18,044.31	\$ 1,503.74	\$ 1,889.21
Jun-12	\$ 103,656.42	\$ 41,188.85	\$ 82,630.94	\$ 31,838.88	\$ 81,164.59	\$ 22,320.26	\$ 23,422.21	\$ 6,324.00
Jul-12	\$ 50,023.27	\$ 19,942.72	\$ 23,252.26	\$ 9,300.89	\$ 211,929.63	\$ 58,280.65	\$ 13,098.00	\$ 3,536.46
Aug-12	\$ 19,054.77	\$ 7,621.90	\$ 45,403.66	\$ 18,161.47	\$ 43,095.89	\$ 11,851.37	\$ 40,441.50	\$ 10,507.15
Sep-12	\$ 105,554.45	\$ 38,731.67	\$ 156,074.37	\$ 59,638.93	\$ 167,040.91	\$ 45,936.25	\$ 120,567.14	\$ 29,130.09
FY 11-12	\$ 1,302,551.30	\$ 459,677.33	\$ 1,178,273.74	\$ 419,101.95	\$ 1,899,469.95	\$ 522,354.24	\$ 931,805.79	\$ 242,608.51
Oct-12	\$ 65,325.53	\$ 21,743.21	\$ 87,201.69	\$ 29,109.36	\$ 126,675.80	\$ 34,835.85	\$ 40,396.33	\$ 10,585.33
Nov-12	\$ 178,829.55	\$ 60,187.25	\$ 179,110.82	\$ 60,955.72	\$ 341,630.46	\$ 93,948.38	\$ 127,326.83	\$ 33,377.46
Dec-12	\$ 174,327.50	\$ 58,550.90	\$ 309,287.65	\$ 102,125.32	\$ 287,119.65	\$ 78,957.90	\$ 424,180.95	\$ 113,829.40
Jan-13	\$ 275,152.33	\$ 91,141.13	\$ 114,153.43	\$ 38,459.70	\$ 303,317.24	\$ 83,412.24	\$ 91,817.71	\$ 24,356.31
Feb-13	\$ 77,677.64	\$ 26,792.54	\$ 52,127.80	\$ 17,713.59	\$ 126,722.32	\$ 34,848.64	\$ 56,766.75	\$ 15,286.52
Mar-13	\$ 220,389.96	\$ 75,177.94	\$ 235,655.17	\$ 78,071.23	\$ 371,886.14	\$ 102,268.69	\$ 103,156.89	\$ 27,462.53
Apr-13	\$ 64,046.76	\$ 23,602.98	\$ 362,577.56	\$ 138,034.37	\$ 284,678.29	\$ 78,286.53	\$ 48,337.55	\$ 12,636.31
May-13	\$ 22,344.67	\$ 8,752.22	\$ 35,657.05	\$ 14,020.44	\$ 97,906.60	\$ 26,924.32	\$ 32,212.60	\$ 8,595.70
Jun-13	\$ 409,918.88	\$ 149,436.80	\$ 824,505.98	\$ 326,422.37	\$ 315,395.37	\$ 86,733.73	\$ 105,767.07	\$ 28,048.44
Jul-13	\$ 70,420.90	\$ 28,128.45	\$ 16,916.00	\$ 6,758.45	\$ 93,410.69	\$ 25,687.94	\$ 42,182.50	\$ 11,348.78
Aug-13	\$ 22,836.09	\$ 9,134.44	\$ 29,437.72	\$ 11,217.24	\$ 4,334.26	\$ 1,191.92	\$ 32,205.04	\$ 8,439.40
Sep-13	\$ 133,111.71	\$ 48,276.44	\$ 324,038.07	\$ 121,603.01	\$ 204,918.92	\$ 56,352.70	\$ 81,874.88	\$ 21,342.39
FY 12-13	\$ 1,714,381.52	\$ 600,924.29	\$ 2,570,668.94	\$ 944,490.80	\$ 2,557,995.74	\$ 703,448.84	\$ 1,186,225.10	\$ 315,308.57

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Catering Alcohol		Merchandise		TOTAL	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-11	\$ 9,913.82	\$ 2,676.73	\$ -	\$ -	\$ 447,691.49	\$ 136,573.49
Nov-11	\$ 4,888.03	\$ 1,319.77	\$ -	\$ -	\$ 523,726.50	\$ 156,799.52
Dec-11	\$ 35,642.51	\$ 9,623.48	\$ 144,028.59	\$ 14,402.86	\$ 1,351,822.14	\$ 367,576.37
Jan-12	\$ 1,836.99	\$ 495.99	\$ 64,574.45	\$ 10,083.28	\$ 843,552.35	\$ 249,195.46
Feb-12	\$ 823.50	\$ 222.35	\$ 51,359.06	\$ 8,801.01	\$ 590,247.55	\$ 176,122.14
Mar-12	\$ 10,315.00	\$ 2,785.05	\$ 26,000.44	\$ 2,513.34	\$ 262,259.56	\$ 78,202.28
Apr-12	\$ 547.50	\$ 147.83	\$ 13,368.78	\$ 1,336.88	\$ 183,541.96	\$ 52,660.72
May-12	\$ 1,662.00	\$ 448.74	\$ 91,511.87	\$ 13,039.15	\$ 279,321.76	\$ 80,196.98
Jun-12	\$ 374.00	\$ 100.98	\$ 111,342.43	\$ 20,826.91	\$ 402,590.59	\$ 122,599.88
Jul-12	\$ 31.00	\$ 8.37	\$ 14,933.63	\$ 1,493.36	\$ 313,267.79	\$ 92,562.45
Aug-12	\$ 3,500.00	\$ 945.00	\$ 6,173.41	\$ 1,013.94	\$ 157,669.23	\$ 50,100.82
Sep-12	\$ 51,964.70	\$ 12,653.20	\$ 2,621.04	\$ 393.16	\$ 603,822.61	\$ 186,483.29
FY 11-12	\$ 121,499.05	\$ 31,427.47	\$ 525,913.70	\$ 73,903.89	\$ 5,959,513.53	\$ 1,749,073.40
Oct-12	\$ 10,031.15	\$ 2,708.41	\$ -	\$ -	\$ 329,630.50	\$ 98,982.16
Nov-12	\$ 21,111.26	\$ 5,700.04	\$ 50,658.97	\$ 7,549.64	\$ 898,667.89	\$ 261,718.48
Dec-12	\$ 35,990.63	\$ 9,717.47	\$ -	\$ -	\$ 1,230,906.38	\$ 363,180.99
Jan-13	\$ 1,686.66	\$ 455.40	\$ 46,658.01	\$ 6,998.70	\$ 832,785.38	\$ 244,823.47
Feb-13	\$ 210.00	\$ 56.70	\$ -	\$ -	\$ 313,504.51	\$ 94,697.99
Mar-13	\$ 33,317.40	\$ 8,995.70	\$ 284,175.57	\$ 198,722.30	\$ 1,248,581.13	\$ 490,698.38
Apr-13	\$ 5,673.89	\$ 1,531.95	\$ 155,763.59	\$ 26,170.73	\$ 921,077.64	\$ 280,262.88
May-13	\$ 12,774.00	\$ 3,448.98	\$ 17,442.97	\$ 1,795.11	\$ 218,337.89	\$ 63,536.77
Jun-13	\$ 54,340.27	\$ 14,671.87	\$ 884,296.30	\$ 79,636.90	\$ 2,594,223.87	\$ 684,950.10
Jul-13	\$ 7,106.00	\$ 1,918.62	\$ 10,504.39	\$ 1,050.44	\$ 240,540.48	\$ 74,892.68
Aug-13	\$ 13,954.00	\$ 3,767.58	\$ -	\$ -	\$ 102,767.11	\$ 33,750.58
Sep-13	\$ 32,446.82	\$ 8,609.72	\$ 4,603.70	\$ 920.74	\$ 780,994.10	\$ 257,105.00
FY 12-13	\$ 228,642.08	\$ 61,582.44	\$ 1,454,103.50	\$ 322,844.56	\$ 9,712,016.88	\$ 2,948,599.48

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Concessions Sales and Commissions							
	25%		27.5% Subcontracted (incl. Alcohol)		35% F&B		35% Alcohol	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ 886.84	\$ 221.71	\$ 148,178.12	\$ 40,748.98	\$ 94,939.67	\$ 33,228.88	\$ 139,168.20	\$ 48,708.87
Nov-13	\$ 498.85	\$ 124.71	\$ 199,610.47	\$ 54,892.88	\$ 209,777.72	\$ 73,422.20	\$ 105,836.77	\$ 37,042.88
Dec-13	\$ 857.28	\$ 214.32	\$ 216,891.28	\$ 59,645.10	\$ 204,062.87	\$ 71,422.01	\$ 351,577.91	\$ 123,052.27
Jan-14	\$ 5,298.85	\$ 1,324.71	\$ 368,861.98	\$ 101,437.04	\$ 212,516.33	\$ 74,380.72	\$ 92,840.69	\$ 32,494.24
Feb-14	\$ 3,717.32	\$ 929.33	\$ 132,737.97	\$ 36,502.94	\$ -	\$ -	\$ -	\$ -
Mar-14	\$ 3,740.41	\$ 935.10	\$ 220,098.73	\$ 60,527.15	\$ -	\$ -	\$ -	\$ -
Apr-14	\$ 96.07	\$ 24.02	\$ 96,695.64	\$ 26,591.31	\$ -	\$ -	\$ -	\$ -
May-14	\$ 5,843.00	\$ 1,460.75	\$ 80,853.00	\$ 22,234.58	\$ -	\$ -	\$ -	\$ -
Jun-14	\$ 46,654.70	\$ 11,663.68	\$ 139,059.34	\$ 38,241.32	\$ -	\$ -	\$ -	\$ -
Jul-14	\$ 5,965.02	\$ 1,491.26	\$ 65,642.39	\$ 18,051.66	\$ -	\$ -	\$ -	\$ -
Aug-14	\$ -	\$ -	\$ 235.57	\$ 64.78	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ 54,973.53	\$ 13,743.36	\$ 172,275.23	\$ 47,375.69	\$ -	\$ -	\$ -	\$ -
FY 13-14	\$ 128,531.87	\$ 32,132.95	\$ 1,841,139.72	\$ 506,313.43	\$ 721,296.59	\$ 252,453.81	\$ 689,423.57	\$ 241,298.26
Oct-14	\$ 72,732.79	\$ 18,183.20	\$ 210,826.59	\$ 57,977.31	\$ 132,674.43	\$ 46,436.05	\$ 332,590.38	\$ 116,406.63
Nov-14	\$ 25,085.17	\$ 6,271.29	\$ 246,261.52	\$ 67,721.92	\$ 179,664.34	\$ 62,882.52	\$ 77,994.69	\$ 27,298.14
Dec-14	\$ 5,614.16	\$ 1,403.54	\$ 39,645.67	\$ 10,902.56	\$ 30,539.54	\$ 10,688.84	\$ 12,034.20	\$ 4,211.97
Jan-15	\$ 134,162.16	\$ 33,540.54	\$ 389,845.14	\$ 107,207.41	\$ 418,426.38	\$ 146,449.23	\$ 288,826.63	\$ 101,089.32
Feb-15	\$ 9,108.36	\$ 2,527.09	\$ 124,488.46	\$ 34,234.33	\$ 58,926.08	\$ 20,624.13	\$ 49,011.88	\$ 17,154.16
Mar-15	\$ 87,046.89	\$ 21,761.72	\$ 249,159.38	\$ 68,518.83	\$ -	\$ -	\$ -	\$ -
Apr-15	\$ 75,028.26	\$ 18,757.07	\$ 294,447.72	\$ 80,973.12	\$ -	\$ -	\$ -	\$ -
May-15	\$ 2,941.33	\$ 735.33	\$ 57,217.41	\$ 15,734.79	\$ -	\$ -	\$ -	\$ -
Jun-15	\$ 5,839.69	\$ 1,459.92	\$ 107,497.17	\$ 29,561.72	\$ -	\$ -	\$ -	\$ -
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 417,558.81	\$ 104,639.70	\$ 1,719,389.06	\$ 472,831.99	\$ 820,230.77	\$ 287,080.77	\$ 760,457.78	\$ 266,160.22
TOTAL	\$ 656,765.85	\$ 164,441.45	\$ 11,888,825.70	\$ 3,269,427.07	\$ 5,397,570.36	\$ 1,890,229.83	\$ 3,613,024.96	\$ 1,266,944.64

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year						Catering Sales and Comm			
	40% F&B		40% Alcohol		0% Alcohol	40% F&B		27% F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-14	\$ 135,891.41	\$ 54,356.57	\$ 198,863.55	\$ 79,545.41	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-14	\$ 84,991.06	\$ 33,996.42	\$ 68,897.49	\$ 27,559.00	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-14	\$ 179,862.44	\$ 72,110.81	\$ 269,859.09	\$ 107,777.81	\$ -	\$ -	\$ -	\$ 9,820.00	\$ 2,651.40
Apr-14	\$ 37,090.28	\$ 14,836.14	\$ 34,165.35	\$ 13,666.15	\$ 1,368.36	\$ -	\$ -	\$ 4,044.22	\$ 1,091.94
May-14	\$ 65,221.74	\$ 26,088.70	\$ 9,157.16	\$ 3,662.86	\$ -	\$ -	\$ -	\$ 7,531.44	\$ 2,033.49
Jun-14	\$ 234,680.07	\$ 93,872.03	\$ 156,227.37	\$ 62,490.95	\$ -	\$ -	\$ -	\$ 73,813.67	\$ 19,929.69
Jul-14	\$ 49,081.89	\$ 19,632.76	\$ 10,920.62	\$ 4,368.25	\$ -	\$ -	\$ -	\$ 24,482.96	\$ 6,610.40
Aug-14	\$ 21,813.54	\$ 8,725.41	\$ 21,187.07	\$ 8,474.83	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ 213,708.19	\$ 85,483.28	\$ 157,182.91	\$ 62,873.16	\$ -	\$ -	\$ -	\$ 57,182.73	\$ 15,439.34
FY 13-14	\$ 1,022,340.62	\$ 409,102.11	\$ 926,460.61	\$ 370,418.42	\$ 1,368.36	\$ -	\$ -	\$ 176,875.02	\$ 47,756.26
Oct-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,599.16	\$ 27,431.77
Nov-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,593.02	\$ 29,050.12
Dec-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,451.72	\$ 4,441.96
Jan-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,047.22	\$ 50,502.75
Feb-15	\$ 18,823.62	\$ 7,529.45	\$ 25,089.86	\$ 10,035.94	\$ -	\$ -	\$ -	\$ 31,909.50	\$ 9,158.70
Mar-15	\$ 277,070.10	\$ 110,828.04	\$ 147,263.60	\$ 58,905.44	\$ -	\$ -	\$ -	\$ 101,373.90	\$ 27,370.95
Apr-15	\$ 196,882.91	\$ 78,753.16	\$ 371,588.25	\$ 148,635.30	\$ -	\$ -	\$ -	\$ 65,042.04	\$ 17,561.35
May-15	\$ 58,437.12	\$ 23,374.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,203.50	\$ 15,174.95
Jun-15	\$ 102,092.40	\$ 40,836.96	\$ 38,474.72	\$ 15,389.89	\$ -	\$ -	\$ -	\$ 14,788.45	\$ 3,992.88
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 653,306.15	\$ 261,322.46	\$ 582,416.43	\$ 232,966.57	\$ -	\$ -	\$ -	\$ 682,008.51	\$ 184,685.43
TOTAL	\$ 3,597,248.78	\$ 1,439,065.37	\$ 4,190,381.14	\$ 1,675,986.61	\$ 1,368.36	\$ -	\$ -	\$ 858,883.53	\$ 232,441.69

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Aramark											
Commissions											
Month-Year	27% Alcohol		0%	5%		7%		8%		9%	
	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-13	\$ -	\$ -	\$ 134,493.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,427.25	\$ 379.91	\$ -	\$ -	\$ -	\$ -
Mar-14	\$ -	\$ -	\$ 135,515.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-14	\$ 1,255.78	\$ 339.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-14	\$ 2,672.41	\$ 721.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-14	\$ 3,876.89	\$ 1,046.76	\$ -	\$ -	\$ -	\$ 5,967.67	\$ 417.74	\$ -	\$ -	\$ -	\$ -
Jul-14	\$ 4,248.65	\$ 1,147.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ 11,389.07	\$ 3,075.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 13-14	\$ 23,442.80	\$ 6,329.56	\$ 270,008.31	\$ -	\$ -	\$ 11,394.92	\$ 797.64	\$ -	\$ -	\$ -	\$ -
Oct-14	\$ 18,955.31	\$ 5,117.93	\$ 770.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-14	\$ 11,867.63	\$ 3,204.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-14	\$ 186.82	\$ 50.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-15	\$ 68,229.64	\$ 18,422.00	\$ 106,739.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-15	\$ 1,503.67	\$ 405.99	\$ -	\$ -	\$ -	\$ 2,974.60	\$ 208.22	\$ -	\$ -	\$ -	\$ -
Mar-15	\$ 11,041.73	\$ 2,981.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-15	\$ 16,707.33	\$ 4,510.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-15	\$ 1,530.53	\$ 413.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,646.65	\$ 371.73	\$ -	\$ -
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 130,022.66	\$ 35,106.12	\$ 107,509.03	\$ -	\$ -	\$ 2,974.60	\$ 208.22	\$ 4,646.65	\$ 371.73	\$ -	\$ -
TOTAL	\$ 153,465.46	\$ 41,435.68	\$ 384,315.02	\$ 1,734.10	\$ 86.71	\$ 26,947.38	\$ 1,886.32	\$ 6,116.15	\$ 480.42	\$ 877,984.30	\$ 79,018.59

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Merchandise Sales and Commissions									
Month-Year	10%		12%		15%		17%		18
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales
Oct-13	\$ 146,824.94	\$ 14,682.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-14	\$ 62,318.92	\$ 6,231.89	\$ -	\$ -	\$ 45,045.75	\$ 6,756.86	\$ -	\$ -	\$ -
Feb-14	\$ 11,776.44	\$ 1,177.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-14	\$ 10,282.68	\$ 1,028.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-14	\$ 2,598.61	\$ 259.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-14	\$ 5,434.65	\$ 543.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-14	\$ 3,958.43	\$ 395.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,726.10
Jul-14	\$ 4,779.68	\$ 477.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ 1,169,459.58	\$ 107,642.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 13-14	\$ 1,417,433.93	\$ 132,440.11	\$ -	\$ -	\$ 45,045.75	\$ 6,756.86	\$ -	\$ -	\$ 12,726.10
Oct-14	\$ 115,958.52	\$ 11,595.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-14	\$ 2,660.46	\$ 266.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-15	\$ 24,896.07	\$ 2,489.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-15	\$ -	\$ -	\$ 197,547.34	\$ 23,705.68	\$ -	\$ -	\$ -	\$ -	\$ -
May-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 143,515.05	\$ 14,351.51	\$ 197,547.34	\$ 23,705.68	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,809,514.00	\$ 271,648.11	\$ 263,930.13	\$ 31,671.62	\$ 362,310.13	\$ 54,346.52	\$ 174,583.23	\$ 29,679.15	\$ 139,035.65

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	19%		20%		22%		85%		Concess	
	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	
Oct-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383,172.83	
Nov-13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,723.81	
Dec-13	\$ -	\$ -	\$ -	\$ 18,914.56	\$ 3,782.91	\$ -	\$ -	\$ -	\$ 773,389.34	
Jan-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,014,272.81	
Feb-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,343.84	
Mar-14	\$ -	\$ -	\$ -	\$ 25,584.30	\$ 5,116.86	\$ -	\$ -	\$ -	\$ 673,560.67	
Apr-14	\$ -	\$ -	\$ -	\$ 1,879.91	\$ 375.98	\$ -	\$ -	\$ -	\$ 169,415.70	
May-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,074.90	
Jun-14	\$ 2,290.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 576,621.48	
Jul-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,609.92	
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,236.18	
Sep-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,139.86	
FY 13-14	\$ 2,290.70	\$ -	\$ -	\$ 46,378.77	\$ 9,275.75	\$ -	\$ -	\$ -	\$ 5,330,561.34	
Oct-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 748,824.19	
Nov-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,005.72	
Dec-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,833.57	
Jan-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,231,260.31	
Feb-15	\$ -	\$ -	\$ -	\$ 6,695.61	\$ 1,339.12	\$ -	\$ -	\$ -	\$ 285,448.26	
Mar-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,231.41	\$ 103,046.70	
Apr-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 937,947.14	
May-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,595.86	
Jun-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,935.33	\$ 1,745.77	\$ -	\$ 253,903.98	
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FY 14-15	\$ -	\$ -	\$ -	\$ 6,695.61	\$ 1,339.12	\$ 7,935.33	\$ 1,745.77	\$ 121,231.41	\$ 103,046.70	\$ 4,953,359.00
TOTAL	\$ 25,026.42	\$ 62,645.06	\$ 11,902.56	\$ 209,093.58	\$ 41,818.71	\$ 7,935.33	\$ 1,745.77	\$ 342,137.65	\$ 290,817.00	\$ 29,345,185.15

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Sales and Commissions					Catering Sa				
	Commissions		Catering		Merchandise		23.1/24.85/25/27% F&B		15% Discount	
	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm. (10%/12%)	
Oct-13	\$ 122,908.44	\$ -	\$ -	\$ 146,824.94	\$ 14,682.49	\$ 38,011.75	\$ 10,263.17	\$ -	\$ -	
Nov-13	\$ 165,482.67	\$ -	\$ -	\$ -	\$ -	\$ 84,410.95	\$ 22,790.96	\$ 210.00	\$ 25.20	
Dec-13	\$ 254,333.70	\$ -	\$ -	\$ 153,407.86	\$ 3,782.91	\$ 454,932.76	\$ 122,831.85	\$ 765.00	\$ 91.80	
Jan-14	\$ 343,538.69	\$ -	\$ -	\$ 107,364.67	\$ 12,988.75	\$ 131,627.27	\$ 35,539.36	\$ 210.00	\$ 25.20	
Feb-14	\$ 98,987.69	\$ -	\$ -	\$ 17,203.69	\$ 1,557.55	\$ 141,053.50	\$ 38,084.45	\$ 90.00	\$ 10.80	
Mar-14	\$ 241,350.87	\$ 9,820.00	\$ 2,651.40	\$ 171,381.99	\$ 6,145.13	\$ 169,325.95	\$ 45,718.01	\$ 390.00	\$ 46.80	
Apr-14	\$ 55,117.62	\$ 5,300.00	\$ 1,431.00	\$ 4,478.52	\$ 635.84	\$ 8,392.00	\$ 2,265.84	\$ 1,634.60	\$ 196.15	
May-14	\$ 53,446.89	\$ 10,203.85	\$ 2,755.04	\$ 5,434.65	\$ 543.47	\$ 67,612.00	\$ 18,255.24	\$ 1,537.75	\$ 184.53	
Jun-14	\$ 206,267.97	\$ 77,690.56	\$ 20,976.45	\$ 22,652.20	\$ 3,104.28	\$ 1,364.50	\$ 368.42	\$ -	\$ -	
Jul-14	\$ 43,543.93	\$ 28,731.61	\$ 7,757.54	\$ 4,779.68	\$ 477.97	\$ 609,189.00	\$ 140,722.66	\$ -	\$ -	
Aug-14	\$ 17,265.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sep-14	\$ 209,475.49	\$ 68,571.80	\$ 18,514.39	\$ 1,169,459.58	\$ 107,642.67	\$ -	\$ -	\$ -	\$ -	
FY 13-14	\$ 1,811,718.98	\$ 200,317.82	\$ 54,085.82	\$ 1,802,987.78	\$ 151,561.06	\$ 1,705,919.68	\$ 436,839.95	\$ 4,837.35	\$ 580.48	
Oct-14	\$ 239,003.19	\$ 120,554.47	\$ 32,549.71	\$ 116,728.52	\$ 11,595.85	\$ -	\$ -	\$ -	\$ -	
Nov-14	\$ 164,173.87	\$ 119,460.65	\$ 32,254.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dec-14	\$ 27,206.91	\$ 16,638.54	\$ 4,492.41	\$ 2,660.46	\$ 266.05	\$ 386,121.60	\$ 104,252.83	\$ -	\$ -	
Jan-15	\$ 388,286.51	\$ 255,276.86	\$ 68,924.75	\$ 131,635.10	\$ 2,489.61	\$ -	\$ -	\$ -	\$ -	
Feb-15	\$ 92,105.09	\$ 33,413.17	\$ 9,564.69	\$ 9,670.21	\$ 1,547.34	\$ -	\$ -	\$ -	\$ -	
Mar-15	\$ 260,014.03	\$ 112,415.63	\$ 30,352.22	\$ 121,231.41	\$ 103,046.70	\$ -	\$ -	\$ -	\$ -	
Apr-15	\$ 327,118.65	\$ 81,749.37	\$ 22,072.33	\$ 197,547.34	\$ 23,705.68	\$ -	\$ -	\$ -	\$ -	
May-15	\$ 39,844.97	\$ 57,734.03	\$ 15,588.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jun-15	\$ 87,248.49	\$ 14,788.45	\$ 3,992.88	\$ 12,581.98	\$ 2,117.50	\$ -	\$ -	\$ -	\$ -	
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FY 14-15	\$ 1,625,001.72	\$ 812,031.17	\$ 219,791.55	\$ 592,055.02	\$ 144,768.73	\$ 386,121.60	\$ 104,252.83	\$ -	\$ -	
TOTAL	\$ 9,706,094.98	#####	\$ 273,877.37	\$ 5,668,281.71	\$ 840,127.90	\$ 5,777,586.66	\$ 1,518,646.24	\$ 165,694.34	\$ 18,441.76	

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

RK Group LLC									
Month-Year	Sales and Commissions					Concessions Sales a			
	23.1/24.85/25/27% Alcohol		23.1/24.85/25/27% Other		Non-Comm.	25% F&B Inside		25% Alcohol Inside	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ 11,131.33	\$ 3,005.46	\$ -	\$ -	\$ -	\$ 15,516.85	\$ 3,879.21	\$ 15,217.50	\$ 3,804.38
Nov-13	\$ 10,028.35	\$ 2,707.65	\$ 500.00	\$ 135.00	\$ 10,902.00	\$ 17,008.11	\$ 4,252.03	\$ 11,658.50	\$ 2,914.63
Dec-13	\$ 44,683.81	\$ 12,064.63	\$ 2,240.17	\$ 604.85	\$ 1,002.00	\$ 32,476.34	\$ 8,119.09	\$ 66,306.50	\$ 16,576.63
Jan-14	\$ 24,596.70	\$ 6,641.11	\$ -	\$ -	\$ -	\$ 68,013.86	\$ 17,003.47	\$ 36,559.73	\$ 9,139.93
Feb-14	\$ 49,112.00	\$ 13,260.24	\$ 150.00	\$ 40.50	\$ -	\$ 8,470.07	\$ 2,117.52	\$ 1,785.68	\$ 446.42
Mar-14	\$ 13,609.81	\$ 3,674.65	\$ 1,425.00	\$ 384.75	\$ -	\$ 29,904.11	\$ 7,476.03	\$ 48,215.84	\$ 12,053.96
Apr-14	\$ 556.00	\$ 150.12	\$ -	\$ -	\$ -	\$ 1,229.57	\$ 307.39	\$ 348.26	\$ 87.07
May-14	\$ -	\$ -	\$ 2,625.00	\$ 708.75	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-14	\$ 249,675.16	\$ 57,674.96	\$ 2,055.00	\$ 474.71	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 13-14	\$ 403,393.16	\$ 99,178.82	\$ 8,995.17	\$ 2,348.55	\$ 11,904.00	\$ 172,618.91	\$ 43,154.73	\$ 180,092.01	\$ 45,023.00
Oct-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 879,282.92	\$ 224,837.84	\$ 63,045.63	\$ 16,882.51	\$ 76,055.49	\$ 932,825.33	\$ 233,206.33	\$ 858,485.22	\$ 214,621.31

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Ind Commissions				Total Sales and Commissions			
	35% F&B Outside		35% Alcohol Inside		Concessions		Catering	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ -	\$ -	\$ -	\$ -	\$ 30,734.35	\$ 7,683.59	\$ 49,143.08	\$ 13,268.63
Nov-13	\$ 4,181.99	\$ 1,463.70	\$ 7,920.00	\$ 2,772.00	\$ 40,768.60	\$ 11,402.35	\$ 106,051.30	\$ 25,658.81
Dec-13	\$ -	\$ -	\$ -	\$ -	\$ 98,782.84	\$ 24,695.71	\$ 503,623.74	\$ 135,593.12
Jan-14	\$ 19.41	\$ 6.79	\$ 410.15	\$ 143.55	\$ 105,003.15	\$ 26,293.74	\$ 156,433.97	\$ 42,205.67
Feb-14	\$ -	\$ -	\$ -	\$ -	\$ 10,255.75	\$ 2,563.94	\$ 190,405.50	\$ 51,395.99
Mar-14	\$ -	\$ -	\$ -	\$ -	\$ 78,119.95	\$ 19,529.99	\$ 184,750.76	\$ 49,824.21
Apr-14	\$ -	\$ -	\$ -	\$ -	\$ 1,577.83	\$ 394.46	\$ 10,582.60	\$ 2,612.11
May-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,774.75	\$ 19,148.52
Jun-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,364.50	\$ 368.42
Jul-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 860,919.16	\$ 198,872.33
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 13-14	\$ 4,201.40	\$ 1,470.49	\$ 8,330.15	\$ 2,915.55	\$ 365,242.47	\$ 92,563.77	\$ 2,135,049.36	\$ 538,947.80
Oct-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386,121.60	\$ 104,252.83
Jan-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jun-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ -	\$ -	\$ 386,121.60	\$ 104,252.83				
TOTAL	\$ 31,195.16	\$ 10,918.31	\$ 36,113.60	\$ 12,639.76	\$ 1,858,619.31	\$ 471,385.70	\$ 6,961,665.04	\$ 1,778,808.35

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Total Aramark and RK Group LLC							
	F&B Concessions		Alcohol Concessions		Subcontracted Concessions		Catering F&B	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ 111,343.36	\$ 37,329.81	\$ 154,385.70	\$ 52,513.25	\$ 148,178.12	\$ 40,748.98	\$ 38,011.75	\$ 10,263.17
Nov-13	\$ 231,466.67	\$ 79,262.64	\$ 125,415.27	\$ 42,729.51	\$ 199,610.47	\$ 54,892.88	\$ 96,022.95	\$ 22,951.16
Dec-13	\$ 237,396.49	\$ 79,755.42	\$ 417,884.41	\$ 139,628.90	\$ 216,891.28	\$ 59,645.10	\$ 458,939.93	\$ 123,528.49
Jan-14	\$ 421,739.86	\$ 147,072.26	\$ 328,674.12	\$ 121,323.14	\$ 368,861.98	\$ 101,437.04	\$ 131,837.27	\$ 35,564.56
Feb-14	\$ 97,178.45	\$ 37,043.27	\$ 70,683.17	\$ 28,005.42	\$ 132,737.97	\$ 36,502.94	\$ 141,293.50	\$ 38,135.75
Mar-14	\$ 213,506.96	\$ 80,521.94	\$ 318,074.93	\$ 119,831.77	\$ 220,098.73	\$ 60,527.15	\$ 180,960.95	\$ 48,800.96
Apr-14	\$ 38,415.92	\$ 15,167.55	\$ 35,881.97	\$ 13,753.22	\$ 96,695.64	\$ 26,591.31	\$ 14,070.82	\$ 3,553.93
May-14	\$ 71,064.74	\$ 27,549.45	\$ 9,157.16	\$ 3,662.86	\$ 80,853.00	\$ 22,234.58	\$ 79,306.19	\$ 21,182.01
Jun-14	\$ 281,334.77	\$ 105,535.70	\$ 156,227.37	\$ 62,490.95	\$ 139,059.34	\$ 38,241.32	\$ 75,178.17	\$ 20,298.11
Jul-14	\$ 55,046.91	\$ 21,124.02	\$ 10,920.62	\$ 4,368.25	\$ 65,642.39	\$ 18,051.66	\$ 635,726.96	\$ 147,807.76
Aug-14	\$ 21,813.54	\$ 8,725.41	\$ 21,187.07	\$ 8,474.83	\$ 235.57	\$ 64.78	\$ -	\$ -
Sep-14	\$ 268,681.72	\$ 99,226.64	\$ 157,182.91	\$ 62,873.16	\$ 172,275.23	\$ 47,375.69	\$ 57,182.73	\$ 15,439.34
FY 13-14	\$ 2,048,989.39	\$ 738,314.09	\$ 1,805,674.70	\$ 659,655.24	\$ 1,841,139.72	\$ 506,313.43	\$ 1,908,531.22	\$ 487,525.24
Oct-14	\$ 205,407.22	\$ 64,619.25	\$ 332,590.38	\$ 116,406.63	\$ 210,826.59	\$ 57,977.31	\$ 101,599.16	\$ 27,431.77
Nov-14	\$ 204,749.51	\$ 69,153.81	\$ 77,994.69	\$ 27,298.14	\$ 246,261.52	\$ 67,721.92	\$ 107,593.02	\$ 29,050.12
Dec-14	\$ 36,153.70	\$ 12,092.38	\$ 12,034.20	\$ 4,211.97	\$ 39,645.67	\$ 10,902.56	\$ 402,573.32	\$ 108,694.79
Jan-15	\$ 552,588.54	\$ 179,989.77	\$ 288,826.63	\$ 101,089.32	\$ 389,845.14	\$ 107,207.41	\$ 187,047.22	\$ 50,502.75
Feb-15	\$ 86,858.06	\$ 30,680.67	\$ 74,101.74	\$ 27,190.10	\$ 124,488.46	\$ 34,234.33	\$ 31,909.50	\$ 9,158.70
Mar-15	\$ 364,116.99	\$ 132,589.76	\$ 147,263.60	\$ 58,905.44	\$ 249,159.38	\$ 68,518.83	\$ 101,373.90	\$ 27,370.95
Apr-15	\$ 271,911.17	\$ 97,510.23	\$ 371,588.25	\$ 148,635.30	\$ 294,447.72	\$ 80,973.12	\$ 65,042.04	\$ 17,561.35
May-15	\$ 61,378.45	\$ 24,110.18	\$ -	\$ -	\$ 57,217.41	\$ 15,734.79	\$ 56,203.50	\$ 15,174.95
Jun-15	\$ 107,932.09	\$ 42,296.88	\$ 38,474.72	\$ 15,389.89	\$ 107,497.17	\$ 29,561.72	\$ 14,788.45	\$ 3,992.88
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 1,891,095.73	\$ 653,042.93	\$ 1,342,874.21	\$ 499,126.80	\$ 1,719,389.06	\$ 472,831.99	\$ 1,068,130.11	\$ 288,938.26
TOTAL	\$ 10,615,605.48	\$ 3,737,861.29	\$ 8,699,373.28	\$ 3,170,192.32	\$ 11,888,825.70	\$ 3,269,427.07	\$ 6,941,265.65	\$ 1,786,412.20

RFP EXHIBIT 12

HISTORIC SALES AND COMMISSIONS

Month-Year	Catering Alcohol		Merchandise		TOTAL	
	Gross Sales	Comm.	Gross Sales	Comm.	Gross Sales	Comm.
Oct-13	\$ 11,131.33	\$ 3,005.46	\$ 146,824.94	\$ 14,682.49	\$ 609,875.20	\$ 158,543.16
Nov-13	\$ 10,028.35	\$ 2,707.65	\$ -	\$ -	\$ 662,543.71	\$ 202,543.83
Dec-13	\$ 44,683.81	\$ 12,064.63	\$ 153,407.86	\$ 3,782.91	\$ 1,529,203.78	\$ 418,405.44
Jan-14	\$ 24,596.70	\$ 6,641.11	\$ 107,364.67	\$ 12,988.75	\$ 1,383,074.60	\$ 425,026.86
Feb-14	\$ 49,112.00	\$ 13,260.24	\$ 17,203.69	\$ 1,557.55	\$ 508,208.78	\$ 154,505.17
Mar-14	\$ 13,609.81	\$ 3,674.65	\$ 171,381.99	\$ 6,145.13	\$ 1,117,633.37	\$ 319,501.59
Apr-14	\$ 1,811.78	\$ 489.18	\$ 4,478.52	\$ 635.84	\$ 191,354.65	\$ 60,191.03
May-14	\$ 2,672.41	\$ 721.55	\$ 5,434.65	\$ 543.47	\$ 248,488.15	\$ 75,893.91
Jun-14	\$ 3,876.89	\$ 1,046.76	\$ 22,652.20	\$ 3,104.28	\$ 678,328.74	\$ 230,717.12
Jul-14	\$ 253,923.81	\$ 58,822.10	\$ 4,779.68	\$ 477.97	\$ 1,026,040.37	\$ 250,651.76
Aug-14	\$ -	\$ -	\$ -	\$ -	\$ 43,236.18	\$ 17,265.02
Sep-14	\$ 11,389.07	\$ 3,075.05	\$ 1,169,459.58	\$ 107,642.67	\$ 1,836,171.24	\$ 335,632.55
FY 13-14	\$ 426,835.96	\$ 105,508.38	\$ 1,802,987.78	\$ 151,561.06	\$ 9,834,158.77	\$ 2,648,877.44
Oct-14	\$ 18,955.31	\$ 5,117.93	\$ 116,728.52	\$ 11,595.85	\$ 986,107.18	\$ 283,148.75
Nov-14	\$ 11,867.63	\$ 3,204.26	\$ -	\$ -	\$ 648,466.37	\$ 196,428.25
Dec-14	\$ 186.82	\$ 50.44	\$ 2,660.46	\$ 266.05	\$ 493,254.17	\$ 136,218.19
Jan-15	\$ 68,229.64	\$ 18,422.00	\$ 131,635.10	\$ 2,489.61	\$ 1,618,172.27	\$ 459,700.87
Feb-15	\$ 1,503.67	\$ 405.99	\$ 9,670.21	\$ 1,547.34	\$ 328,531.64	\$ 103,217.12
Mar-15	\$ 11,041.73	\$ 2,981.27	\$ 121,231.41	\$ 103,046.70	\$ 994,187.01	\$ 393,412.95
Apr-15	\$ 16,707.33	\$ 4,510.98	\$ 197,547.34	\$ 23,705.68	\$ 1,217,243.85	\$ 372,896.66
May-15	\$ 1,530.53	\$ 413.24	\$ -	\$ -	\$ 176,329.89	\$ 55,433.16
Jun-15	\$ -	\$ -	\$ 12,581.98	\$ 2,117.50	\$ 281,274.41	\$ 93,358.88
Jul-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY 14-15	\$ 130,022.66	\$ 35,106.12	\$ 592,055.02	\$ 144,768.73	\$ 6,743,566.79	\$ 2,093,814.83
TOTAL	\$ 1,032,748.38	\$ 266,273.52	\$ 5,668,281.71	\$ 840,127.90	\$ 44,846,100.20	\$ 13,070,294.29

RFP EXHIBIT 13
CURRENT MENUS

ALAMODOME

CATERING MENU

To all of our current and future clients, welcome.
We look forward to providing memorable experiences through unparalleled service in our exceptional venue. Enjoy using the 2014-15 Interactive Catering Menu by simply clicking on the menu item you are interested in.

GET STARTED 



welcome





Reintroduce yourself to the fine art of dining – the pleasure of leisurely sharing a great meal.

Savor the tastes, textures and aromas of the food and beverage, admire the presentation and be surrounded by pleasant conversation and laughter.

Reunite by coming together in an age old tradition built on a foundation of community and comfort. To break bread together and share a meal is to share a moment in time with comrades and to nourish the body and soul.

Reconnect with the land and the origins of food. Our commitment to preparing the best meal extends beyond production and presentation to include the entire food purchasing process. By partnering with local farmers, growers, ranchers and producers and by expanding our supply chain to include diverse vendors we have access to the best available ingredients and a network of supplier that share our dedication to sourcing sustainable menus.

The best events are successful when conversations are open, participants are engaged and the experience exceeds expectations. The best meals are prepared from the freshest, seasonal ingredients. Simple, honest food should excite the senses, tempt the palette and enhance the atmosphere. By combining great meals with great events we hope to provide you and your guests with an experience they'll always remember.

The enclosed menus provide a preview of our culinary capabilities. The entire team at the Alamodome welcomes you. We are thrilled to open our kitchens and extend our service and look forward to enhancing your event experience. Please do not hesitate to contact your sales manager directly for more information.

breakfast



Continental

Minimum 35 guests with service up to two hours. Prices are listed per person.

RISE AND SHINE 12.50

Freshly Brewed Coffee, Tea and Decaf, Fruit Juice,
Assorted Breakfast Pastries, Seasonal Fruit

HEALTHY START 15.00

Freshly Brewed Coffee, Tea and Decaf, Fruit Juice,
Assorted Breakfast Pastries, Seasonal Fruit,
Yogurt, Granola and Bananas

MORNING GLORY 16.25

Freshly Brewed Coffee, Tea and Decaf, Fruit Juice,
Assorted Breakfast Pastries, Seasonal Fruit,
Yogurt, Granola, Bananas, Assorted Cereals,
Whole, Skim and 2% Milk

Prices do not include administrative charge and taxes.

Buffet

Buffets serve a minimum of 50 guests. Prices listed are per person.

All selections include freshly brewed tea, regular and decaffeinated coffee, assorted fruit juice, assorted breakfast pastries and seasonal fruit.

BACON AND EGGS 17.50

Scrambled Eggs*, Apple Smoked Bacon, Sausage and Roasted Breakfast Potatoes

FRITTATA AND PANCAKES 18.25

Vegetable Frittata, Pancakes, Canadian Bacon, Fresh Seasonal Berries, Apple Compote, Warm Maple Syrup

THE TEXAN 18.50

Scrambled Eggs*, Cheddar, Breakfast Potatoes, Buttermilk Biscuits, Gravy, Jalapeño Sausage

THE SAN ANTONIAN 19.00

Breakfast Tacos, Scrambled Eggs*, Hash Brown Soufflé, Sausage, Jalapeño Cheese Grits, Smoked Bacon

BREAKFAST SANDWICH AND MORE 19.00

Warm Sausage, Eggs Croissants, Cheese, Egg Biscuits, Yogurt, Granola and Toppings, Assorted Muffins, Bagels

Action Stations

A perfect accompaniment to your breakfast buffet.

All stations require a chef or attendant.

OMELET STATION 7.25

Made-To-Order

BELGIAN WAFFLE STATION 5.75

Made-To-Order

OATMEAL STATION 4.00

Irish Steel Cut Oatmeal, Sugar, Dried Fruits and Nuts, Honey, Fresh Berries

YOGURT PARFAIT STATION 6.25

Plain and Strawberry Yogurt, Granola, Fresh Berry Topping



* Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness. Prices do not include administrative charge and taxes.

Cold Entrées

All selections include assorted fruit juice and freshly brewed tea, regular and decaffeinated coffee.

SMOKED SALMON PLATTER 14.00

Smoked Salmon with Bagels, Cream Cheese,
Capers, Tomatoes, Red Onions

BREAKFAST BOX ON THE GO 14.50

Granola Bar, Whole Fresh Fruit, Yogurt, Muffin,
Fruit Juice

Hot Entrées

All selections include breakfast pastries, assorted fruit juice and freshly brewed tea, regular and decaffeinated coffee.

SCRAMBLED EGGS* 16.50

Apple Smoked Bacon, Breakfast Potatoes,
Grilled Tomato

CINNAMON BRIOCHE FRENCH TOAST 14.50

Maple Syrup, Sausage, Grilled Pineapple,
Fresh Berries

HILL COUNTRY 18.50

Ranchero Scrambled Eggs*, Fiesta Hash Browns,
Pan Sausage or Skirt Steak, Flour Tortillas, Salsa



lunch



Boxed

All selections include chips, whole fresh fruit, cheese, house-made cookie or brownie and beverage.

ROAST BEEF* AND CHEDDAR 13.00

Roast Beef and Cheddar, Red Onion Marmalade, Roma Tomatoes, Arugula, Rosemary Bread, Grilled Vegetable Salad

ROAST TURKEY 13.00

Roast Turkey, Red Leaf Lettuce, Vine Ripe Tomato, Bermuda Onion, Sun-Dried Cranberry Mayonnaise, Pumpernickel Bread

ROSEMARY GRILLED CHICKEN 14.00

Marinated Chicken Breast, Mesclun Greens, Caramelized Onions, Citrus Aioli

TUSCANY SANDWICH 13.00

Grilled Eggplant, Zucchini, Peppers, Swiss Cheese, Balsamic Onions, Sun Dried Tomato Spread

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Cold Buffet

Buffets serve a minimum of 50 guests. Prices listed are per person.

All selections include rolls, butter, iced tea and freshly brewed tea, regular and decaffeinated coffee.

DELI BUFFET 23.00

Selection of Deli Meats and Cheeses, Red Leaf Lettuce, Red Onion, Tomato, Pickles, Condiments, Bread, Rolls, Chipotle Baked Potato Salad, Field Green Salad, Assorted Cookies and Brownies

SOUP AND SALAD BUFFET 25.00

Two House-Prepared Seasonal Soups, Baby Greens, Spinach, Romaine, Local Greens, Cucumber, Roasted Peppers, Tomatoes, Feta, Olives, Pine Nuts, Bacon, Ham, Turkey, Tuna, Cheddar, Candied Walnuts, Croutons, Balsamic, Ranch, Bleu Cheese, Assorted Cookies, Brownies

SANDWICH AND WRAP VARIETY 25.00

Kettle Chips, Mediterranean Pasta Salad, Market Fresh Fruits, Assorted Dessert Bars

** Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness.
Prices do not include administrative charge and taxes.*

Hot Buffet

Buffets serve a minimum of 50 guests. Prices listed are per person.

All selections include rolls, butter, iced tea and freshly brewed tea, regular and decaffeinated coffee.

TEXAS RODEO BARBEQUE 24.00

BLT Salad, Chipotle Potato Salad, Smoked Turkey, Texas Smokehouse Beef Brisket*, Smoked Sausage, Baked Beans, Roasted Corn, Jalapeño Cheese Bread, Texas Pecan Pie

COUNTRY KITCHEN 25.00

Farmer's Cobb Salad, Texas Meatloaf, Chicken Fried Chicken, Cream Gravy, Cheesy Mac, Green Beans, Baby Carrots, Yukon Mashed Potatoes, Jalapeño Corn Bread, Strawberry Shortcake, Fresh Berries, Whipped Cream

SOUTHERN COMFORTS 28.00

BLT Salad, Seasonal Fruit Salad, Top Sirloin Steak, Roasted Chicken Breast, Squash, Roasted Tomatoes, Loaded Baked Mashed Potatoes, Peach Cobbler, Bread Pudding

TAILGATE GRILL 25.00

Char Grilled Angus Burger, Pesto Grilled Chicken Breast, Jumbo All Beef Grilled Hot Dogs, Southwest Chili, Cheese, Chipotle Baked Potato Salad, Fresh Seasonal Fruit Salad, Freshly Baked Cookies, Chocolate Brownies

TEXAS TAQUERIA 26.00

Spanish Caesar Salad, Napa Citrus Slaw, Chimichurri Beef*, Chicken Fajitas, Spicy Cilantro Tomato Rice, Three Cheese Enchiladas, Black Beans Rancheros, Chili con Queso, Tortilla Chips, Tres Leches



a la carte



A La Carte

Due to perishability, snacks items may not be charged on consumption.

Potato Chips with French Onion Dip	3.95	Per Person
Tortilla Chips with Salsa	3.95	Per Person
Assorted Homemade Potato Chips (Plain, Parmesan-Garlic and Barbecue) Buttermilk Ranch and French Onion Dips	4.95	Per Person
Pita Chips with Spinach Dip and Hummus	4.95	Per Person
Novelty Ice Cream Bars	3.75	Each
Fancy Mixed Nuts	25.00	Pound
Cocktail Pretzels	13.00	Pound
Freshly Popped Popcorn	30.00	Bag of 2.5 Pound
Spicy Snack Mix	17.00	Pound
Assorted Cookies and Brownies	25.00	Per Dozen
Assorted Fresh Baked Muffins and Breakfast Pastries	26.00	Per Dozen
Assorted Fruit Yogurt	2.50	Each
Assorted Whole Fresh Fruit	1.60	Each
Bagels and Cream Cheese	28.00	Per Dozen
Fruit and Cheese (Min 25)	6.25	Per Person
Granola or Nutri Grain Bars	24.00	Per Dozen

Drinks

Aquafina Bottled Water	19.00	6-Pack
Assorted Soft Drinks	14.00	6-Pack
Assorted Fruit Juices	3.25	Each
Lemonade	34.00	Per Gallon
Fresh Brewed Iced Tea with Lemons	34.00	Per Gallon
Tazo Herbal Tea with Lemon and Honey	34.00	Per Gallon
Proudly Serving: Starbucks Coffee Includes Fresh Whipped Cream, Chocolate Shavings, Creamer, Cubed Sugar and Sweeteners	45.00	Per Gallon

break



Meeting Break Packages

Coffee and hot tea is available by the gallon.

Minimum 35 guests with service up to 30 minutes. Prices are listed per person.

ENERGY BAR 8.50

Fruit and Energy Bars, Whole Fresh Fruit, Individual Yogurts, House Made Granola, Assorted Granola Bars
Energy Drinks, Water and Fruit Juices

GOURMET CHEESE BOARD 9.00

Gourmet Cheese Board, Assorted Italian Meats, Seasonal Fruit, Nuts, Honey and Lavosh, Assorted Soft Drinks and Water

SOUTH OF THE BORDER 9.00

Tortilla Chips, Tomatillo Salsa, Pico De Gallo, Guacamole and Bean Dip, Pomegranate Margaritas
Assorted Soft Drinks and Water

WHY CAN'T EVERYDAY BE SUNDAE 8.50

Assorted Ice Cream, Whipped Cream, Chocolate and Caramel Sauces, Assorted Toppings,
Fresh Brewed Coffee, Tea, Decaf

CHOCOLATE OVERLOAD 9.00

Chocolate Chip Cookies, Fudge Brownies, Chocolate Covered Pretzels, Strawberries,
Assorted Miniature Chocolate Bars, Chocolate Milk, Water
Fresh Brewed Coffee, Tea, Decaf

STADIUM BREAK 11.50

Cracker Jacks, Fresh Popcorn, Hot Dogs, Chips, Queso
Sodas and Water

reception



Hors d'oeuvres

All selections are based on a minimum of 50 pieces.

Cold

BRUSCHETTA DUET 175.00

Roma Tomatoes and Basil, Tapenade,
Crème Fraîche

CHILLED BEEF TENDERLOIN* 150.00

Horseradish Cream

JUMBO SHRIMP COCKTAIL 215.00

Remoulade, Cocktail Sauce, Lemon Wedges

CHILLED MARINATED ASPARAGUS

AND SUN-DRIED TOMATOES 140.00

Wrapped in Prosciutto

BAY SCALLOP CEVICHE SPOONS 175.00

Jalapeño and Cilantro 175.00

ANTIPASTA SKEWERS 167.00

APRICOT CHICKEN BOUCHEE 167.00

SEAFOOD GAZPACHO SHOTS 178.00

VEGETARIAN SPRING ROLLS 155.00

Peanut Sauce

BEEF* CARPACCIO 155.00

Goat Cheese on Olive Bread

Hot

PLUMP CRAB CAKE WITH REMOULADE 165.00

ASSORTED POT STICKERS 125.00

Ginger Hoisin, Sweet Chili

SLIDERS 145.00

Caramelized Onions, Gherkin,
House Made Slider Sauce

BRAISED BEEF EMPANADA* 145.00

Chipotle Dip

ALL NATURAL CHICKEN SATAY 155.00

Thai Curry Dipping Sauce

KOREAN BEEF SKEWERS* 175.00

Cilantro Ginger Dipping Sauce

PETIT GULF CRAB CAKE 180.00

HOME STYLED CHICKEN TENDERS 120.00

Honey Mustard Dipping Sauce

SMOKED CHICKEN AND CHEESE FLAUTAS

130.00

SMOKED BACON WRAPPED

JALAPEÑO CHICKEN 180.00

Raspberry Chipotle Sauce

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Prices do not include administrative charge and taxes.

Stations

**To best align with variability in sustainable seafood guidelines, substitutions to an approved comparable seafood choice may periodically occur. Our commitment to the highest culinary standards will be paramount in these decisions.*

Carving

All carving stations require a chef.

Prices are listed per person.

ANTIPASTO MISTO 10.75

ROASTED TURKEY BREAST 6.50

Cranberry Relish, Artisan Rolls

ROASTED NATURAL STRIP LOIN 8.00

Mushroom Ragoût, Artisan Rolls

PECAN ENCRUSTED PRIME RIB 8.50

Horseradish Crème, Artisan Rolls

TEXAS CARVING 12.50

Brisket, Sausage, Barbeque Ribs,
Jalapeño Cheese Rolls

BROWN SUGAR CRUSTED TENDERLOIN 15.50

Grain Mustard, Artisan Rolls

Platters

Prices are listed per person.

BAKED BRIE 6.00

Pistachios, Raspberries, Walnuts
Gourmet Flatbreads, Crackers

INTERMEZZO ANTIPASTO PLATTER 7.25

Italian Meats, Cheeses, Roasted Peppers
Assorted Crackers, Breads

GOURMET CHEESE BOARD 6.25

Seasonal Fruit, Nuts, Honey and Lavosh

FARMER'S MARKET CRUDITÉS 4.50

Hummus and Pesto

ASSORTED SUSHI AND SPRING ROLLS 13.00

TEXAS ANTIPASTO 7.50

HOUSE SMOKED PLANKED SALMON 7.00

TROPICAL FRESH FRUITS WITH
LIME YOGURT 4.25

** Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness.
Prices do not include administrative charge and taxes.*

Action

All carving stations require a chef.

Prices are listed per person.

HAND-CARVED MAHI MAHI TACOS* 8.00

Cilantro Lime Slaw, Black Bean and Roasted Corn Mash, Scotch Bonnet Aioli , Warm Tortillas

MEDITERRANEAN PASTA 10.50

Wild Mushroom Ravioli, Whole Wheat Penne, Roasted Tomato Sauce, Pesto Cream, Mushroom Asparagus, Tomato Artichoke, Garlic Breadsticks

*Add Chicken for 2.00 Per Person

GULF COAST CRAB CAKES 13.00

Sautéed Jumbo Lump Craw, Fresh Basil, Cilantro, Sweet Peppers, Asian Shrimp Salad

GRIDIRON SLIDERS* 15.00

Certified Angus Beef , Gulf Coast Crab Cake, Marinated Chicken Sliders, Candied Bacon, Cheeses, Condiments



plated



Entrée | Cold Entrée | First Course | Dessert

Entrées

All entrées accompanied with assorted rolls with butter, iced tea and freshly coffee.

Salads and desserts are priced separately.

Minimum of 35 guests. Prices are listed per person.

GRILLED ROSEMARY CHICKEN BREAST 10.00

Roasted Potatoes, Pearl Onion, Pea Hash,
Herb Jus

HANGER STEAK* 12.00

Potato Wedges, Garlic-Wilted Spinach,
Mushrooms

BLACK PEPPER PRAWNS* 14.00

Braised White Beans, Tomato Relish

PAN-SEARED SALMON* 16.00

Horseradish Mashed Potato, Spinach,
Roasted Tomato

MUSHROOM STRUDEL 10.00

Buttery Mushroom Pastry, Butternut Squash
Purée, Balsamic Reduction

GRILLED NEW YORK STRIP 18.00

Four Cheese Macaroni, Tomato Gratin,
Roasted Mushrooms, Maitre d'Butter

SEARED STRIPED BASS* 16.00

Risotto, Ratatouille, Basil Tapenade

ROASTED VEGETABLE LASAGNA 9.00

Seasonal Roasted Vegetables Baked, Pasta
Sheets, Italian Cheeses, House-Prepared Sauce

BRAISED SHORT RIBS* 12.00

Buttermilk Mashed Potatoes, Brussels Sprouts,
Apple Bacon, Aged Vinegar Reduction

CHICKEN ROULADE 11.00

Boursin, Spinach, Roasted Fingerling Potatoes,
Grilled Seasonal Vegetables

GRILLED PETIT FILET 18.00

Wild Mushroom Ragout, Cabernet Reduction,
Roasted Potato Hash, Steamed Asparagus

MOLASSES GLAZED PORK CHOP* 10.00

Double Cut, Calvados Reduction, Apple Chutney,
Sweet Potato Au Gratin, Seasonal Vegetables

LAND AND SEA 20.00

Beef Filet*, Gulf Crab Cake, Dill Mashed Potatoes,
Steamed Broccolini, Red Peppers

** Consuming raw or undercooked meats, poultry, seafood, shellfish, eggs may increase your risk of food borne illness.
Prices do not include administrative charge and taxes.*



Cold Entrées

*All entrées accompanied with assorted rolls with butter, iced tea and freshly coffee.
Salads and desserts are priced separately.*

Minimum of 35 guests. Prices are listed per person.

SMOKED CHICKEN COBB 12.00

Smoked Chicken, Fresh Greens, Bacon, Egg, Avocado, Tomatoes, Cobb Dressing

GRILLED SALMON* 12.00

Grilled Salmon, Red and Yellow Beet Salad, Herbed Cous Cous

CHOPPED STEAK SALAD 14.00

Mixed Greens, Seasonal Vegetables, Marinated Skirt Steak*

CHICKEN CAESAR SALAD 12.00

Crisp Romaine, Herbed Grilled Chicken Breast, Shaved Parmesan, Chipotle Caesar Dressing



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Prices do not include administrative charge and taxes.*

First Course

SEASONAL FIELD GREENS 6.00

Roasted Peppers, Olives, Sherry Vinaigrette

ROASTED ASPARAGUS SALAD 7.00

Caramelized Shallots, Shaved Asiago, Oven Roasted Tomatoes, Champagne Mustard Vinaigrette

SPINACH SALAD 6.00

Oranges, Shaved Parmesan, Candied Pecans, Shallot Vinaigrette

TRADITIONAL WALDORF SALAD 6.00

Apples, Walnuts, Celery and Grapes

SOUTHWEST CAESAR SALAD 6.00

Crisp Romaine, Chipotle Dressing, Roasted Red Peppers, Cojita Cheese

ICEBERG WEDGE SALAD 6.00

Crumbled Bleu Cheese, Tomato Concasse, Cilantro Ranch

BIBB LETTUCE SALAD 6.00

Watercress, Hearts of Palm, Grape Tomatoes, Pickled Red Onion, Sherry Vinaigrette

Dessert

GRILLED POUND CAKE 7.00

Fresh Berries

APPLE TART WITH CARAMEL 8.00

Crème Anglaise

CRÈME BRÛLÉE 8.00

Fresh Cream and Berries

TIRAMISU 7.00

DARK CHOCOLATE TORTE 8.00

TEXAS PECAN BOURBON PIE 8.00

CHOCOLATE MARQUEE 8.00

DESSERT TRIO 8.00

DULCE DE LECHE CHEESECAKE 8.00

CHOCOLATE MOCHA TERRINE 8.00

beverages



Bar Beverages

Our onsite personnel must dispense all beverages. Bartenders are staffed one(1) per 100 guests. A \$100.00 per bartender fee will apply for the first four (4) hours of service. A \$25.00 per hour overtime charge will be applied after four (4) hours of service.

SPIRITS

Jim Beam Bourbon, Dewar's Scotch, Seagram's 7 Blended Whiskey, Beefeater Gin, Smirnoff Vodka, Jose Cuervo Especial Tequila and Bacardi Rum

DOMESTIC PREMIUM AND IMPORTED BEER

Budweiser, Bud Light, Coors Light, Miller Light, Amstel Light, Corona, Guinness Draught in a Can, Heineken, Red Stripe and O'Doul's Non-Alcoholic

HOSTED CONSUMPTION/CASH BAR

	Hosted	Cash
Spirits	6.75	8.00
Domestic Beer	6.00	6.50
Imported Beer	6.50	7.00
Non Alcoholic Beer	6.00	6.50
Craft Brewed Beer	6.50	7.00
Wine by the Glass	6.50	7.00
Soft Drinks	2.75	3.00
Mineral Waters	3.25	3.50
Bottled Juices	3.25	3.50
After Dinner Liqueurs	7.75	8.25

WINE SELECTIONS

By The Bottle

Whitehavens, Sauv Blanc	30.00
Woodbridge, Chardonnay	25.00
Ecco Domani, Pinot Grigio	30.00
Woodbridge, Merlot	25.00
Woodbridge, Cabernet Sauvignon	25.00

Also available are premium wines, spirits and liqueurs. Additionally please see our specialty cocktail menu or ask your sales manager to tailor a beverage menu for your specific event

OPEN BAR

	Full Service	Beer/Wine
Two Hours	22.00	18.00
Three Hours	30.00	25.00
Four Hours	38.00	32.00



Prices do not include administrative charge and taxes.

services



Catering Standards and Guidelines

As the exclusive caterer of the Alamodome, Aramark is committed to the highest standards of quality and service. All food is prepared and delivered fresh to your suite from our Alamodome kitchens. Please remember that it is not permissible for patrons to bring food or beverages into the Alamodome. We will be happy to assist with personalized dining requirements such as dietary or religious restrictions.

How To Order

E-MAIL: PITTS-RYAN@ARAMARK.COM

FAX: 210.704.6151

PHONE: 210.704.6159

FOR ADDITIONAL ASSISTANCE

If you need additional assistance please contact:

Ryan Pitts

Premium Services Director

210.704.6159

Procedures and Service

EVENT DAY ORDERING

During an event, orders may be placed from your suite. Service is available for two hours prior to the start of a game/event and concludes at the end of the 3rd Quarter. Please note that event day orders supplement advance orders and should not replace them. There will be an "Event Day" menu in your suite. Most beverages are available for re-order during an event.

CANCELLATIONS

No charges will be assessed to suite holders for food or beverage orders that are cancelled 48 hours in advance. Cancellations must be in writing and must be confirmed by Connoisseur to be valid. All other cancellations will be assessed a charge of up to one hundred percent of the total order value including fees and taxes. In the event of an event cancellation, you will not be charged unless the gates were opened before the event was cancelled.

YEAR-ROUND CATERING

The Plaza, Club Level, Skyline Lounge and other areas are available for catered events year-round on non-game days. Whether a corporate event, social gala, reception or any special function, the Alamodome is the perfect location to impress your guests.

LIABILITY

Please note that you are responsible for damages you or your guests inflict on property and equipment provided as part of our service. Please note that all food service equipment is the property of Connoisseur and may be removed from your service area only by authorized personnel.

Event Planning

FOOD AND BEVERAGE ORDER SPECIFICATIONS

To ensure the proper planning of your event, we request that all food and beverage specifications be received in writing by our office no less than 45 days prior to the date of your first scheduled service.

CONFIRMATION OF ORDERS

Upon receipt of all written food and beverage specifications, your sales professional will review them and, in turn, provide you with written confirmation of the services you have ordered.

The confirmation will be in the form of separate event orders for each individual service. Signed event orders must be received by our team no less than 30 days prior to the start of the first scheduled event. New customers booking short-term events (within 30 days of the event's start date) must review, sign and return event orders upon their receipt.

The services agreement (contract) outlines specific agreements between the customer and the caterer.

All orders have to be prepaid and a valid credit card is required on file for overages.

Menu prices are subject to change. The event orders, when completed, will form part of your contract.

SPECIAL EVENTS

There are a number of "special events" that require attention to complex details. These include, but are not limited to, events for more than 1,000 people, weddings and VIP functions.

These functions typically require customized menus due to the customer's desire for a unique event. In addition to logistical planning, specialty equipment and labor may be needed to successfully orchestrate such events. Due to these requirements, special events may be subject to earlier guarantee dates and deposits. Events requiring extraordinary use of equipment and china may incur rental charges. Please discuss this with your sales professional. Specifications for these events are to be received no less than 45 days prior to the event unless otherwise negotiated between the customer and the caterer.

MENU PROPOSALS

In addition to designing menus for "special events", our sales professionals are often asked to design menu proposals to meet additional customer requirements. Included in the menu planning and pricing evaluations which accompany these proposals are considerations given to the expected attendance at these events. Should an event's attendance fall significantly below the original number expected, the proposed menu price may be subject to change.

FLOOR PLANS FOR CATERING FUNCTIONS

Your sales professional will review both the guest seating arrangements (floor plan) and the "behind the scenes" logistics to ensure ample space has been considered, making appropriate recommendations for both areas to create the best possible guest experience. Often, large events require catering (dishing, serving, clearing) to take place in areas that are not commonly dedicated to that purpose. In these instances, the customer and the sales professional will discuss effective solutions (such as pipe and drape) to mask food service staging areas from the guest's view. The costs for additional equipment such as this, which may be provided by the customer's decorating company or through the caterer, will be the responsibility of the customer.

Additionally, as safety is always important, we reserve the right to specify floor plans and layouts of all set-ups, seating tables, serving stations and like items to enable safe and efficient service to your event. This includes reserving necessary space dedicated to both back of house and front of house areas. This also includes service areas, breakdown areas and front of house service aisle ways. These details will be reviewed with our facility and customers prior to developing final floor plans.

Catering Guidelines

GUARANTEES

To ensure the success of your event(s) it is necessary we receive your "final guarantee" (confirmed attendance) for each meal function by the following schedule:

- Events up to 500 people require the final guarantee three (3) business days prior to the first event.
- Events between 501 – 2,500 people require the final guarantee five (5) business days prior to the first event.
- Events over 2,501 people require the final guarantee seven (7) business days prior to the first event.

Please note the above schedule excludes weekends and holidays.

Once the final guarantee is due, the count may not be decreased. For every event, the caterer shall be prepared to serve 5% over the final guarantee, up to 50 meals. The customer will be billed based on the final guarantee or the actual number of meals served whichever is greater. We will make every attempt to accommodate increases in your count after the final guarantee is due, however; any increase exceeding 10% of the final guarantee will be subject to a 10% surcharge. If the count increases within the final guarantee timeline, the 5% overage will no longer apply.

CANCELLATION POLICY

Cancellation of any convention or individual event must be sent in writing to your sales professional. Any cancellation received less than 60 days of the first scheduled event will result in a fee equal to 25% of the estimated food and beverage charges. Any cancellation received less than 30 days in advance of the first scheduled event will result in a fee of 50% of the estimated food and beverage charges. Any cancellation received after the final guarantee has been provided will result in a fee equal to 100% of the charges on the affected event order(s).

MINIMUM REQUIREMENT FOR MEAL FUNCTIONS

There is a minimum guarantee of 50 people for all meal functions. If the guarantee is less than 50 people, a \$75.00 fee may apply.

EXHIBITOR FOOD AND BEVERAGE POLICY

The caterer is the exclusive provider of all food and beverages at The Alamodome. No outside food and beverage are allowed to the building without approval of caterer.

Payment and Credit

ACCEPTABLE FORMS OF PAYMENT

The caterer accepts certified or cashiers checks, money orders, American Express, MasterCard and Visa as payment for products and services. If payment is received within less than five (5) business days prior to the event, certified funds or a credit card will be required. If the customer prefers to pay by company check, a credit card authorization form is required to facilitate on-site orders.

PAYMENT POLICY

Our policy requires full payment in advance.

Taxes

Food, Non-alcoholic Beverages and Administrative Fees are subject to an 8.25% (percent) sales tax.

Administration Charge

A 20% (percent) Administrative Charge is added to each food & beverage order. This administrative charge is not intended to be a tip, gratuity or service charge for the benefit of employees and is not distributed to employees.



Suite Menu

To all of our current and future clients, welcome to a new season of fun and excitement.

We look forward to providing memorable experiences through unparalleled service in our exceptional venue.

Enjoy using the 2014-15 Interactive Suite Menu by simply clicking on the menu item you are interested in.

GET STARTED



All American
 Texas BBQ
 Hot Summer
 El Mercado



All American | 650

Serves Approximately 20 Guests

CHOPPED SALAD

Blue Cheese, Bacon, Hard Boiled Eggs, Tomato, Blue Cheese Dressing

GRILLED ANGUS SLIDERS*

Grilled Onions, Chipotle Aioli

ALL BEEF HOT DOGS

Ketchup, Mustard, Onion and Relish

CRISPY CHICKEN TENDERS

Honey Mustard and Barbecue Sauce

CHIPS AND QUESO

Creamy Cheese and Tortilla Chips

HOUSE MADE BBQ CHIPS

SPICY SNACK MIX & POPCORN

CHOCOLATE CHIP COOKIES



All American
 Texas BBQ
 Hot Summer
 El Mercado



Texas BBQ | 715

Serves Approximately 20 Guests

SOUTHERN COLE SLAW

Cabbage, Carrot, Creamy Dressing

LOADED POTATO SALAD

Bacon, Cheddar Cheese, Green Onions

MOLASSES BAKED BEANS

Fried Onion Straws, Bacon

SMOKED CHICKEN QUARTERS AND TEXAS SAUSAGE

Southern Style BBQ Sauce

MESQUITE SMOKED BRISKET

Slow Roasted Beef Brisket, Sliced Onions, Pickles,
 Barbeque Sauce, Texas Toast

SPICY BBQ CHICKEN WINGS

Ranch Dipping Sauce, Crisp Celery

SPICY SNACK MIX & POPCORN

CHOCOLATE CHUNK BROWNIES



All American
Texas BBQ
Hot Summer
El Mercado



Hot Summer | 675

Serves approximately 20 Guests

FRESH STRAWBERRY & WATERMELON SALAD

Fresh Mint

PULLED PORK SLIDERS

Sliced Onion, Fresh Pickles, Southern Style BBQ Sauce

DOMESTIC CHEESE PLATTER

Cheddar, Swiss and Pepper Jack

BUTTERMILK BATTERED FRIED CHICKEN LEGS

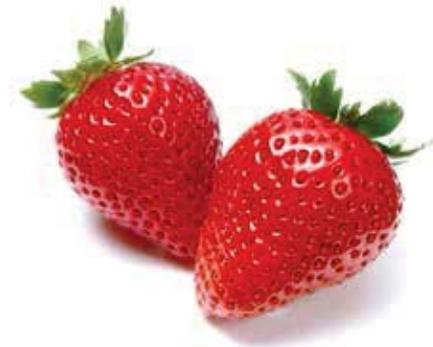
Texas Wildflower Honey

GREEN CHILE MAC & CHEESE

Toasted Bread Crumbs

SPICY SNACK MIX & POPCORN

ASSORTED GOURMET BARS



All American
Texas BBQ
Hot Summer
El Mercado



El Mercado | 700

Serves Approximately 20 Guests

SOUTHWEST CAESAR SALAD

Romaine, Polenta Croutons, Shaved Parmesan, Jalapeño Cilantro Caesar Dressing
Add Grilled Chipotle Lime Chicken \$16

CHORIZO Y QUESO NACHOS

Jalapeños, Pico de Gallo, Sour Cream, Crispy Tortilla Chips

BEEF* AND CHICKEN FAJITAS

Onions and Peppers, Cilantro Rice, Cheddar Cheese, Sour Cream,
Roasted Red and Green Salsa, Flour Tortillas

SMOKED CHICKEN AND CHEESE FLAUTAS

Salsa Verde

TAMALES & PULLED PORK

Steamed Black Bean Tamales, Salsa Roja

SPICY SNACK MIX & POPCORN

CHURROS

Caramel Sauce



Cold Starters
Platos Fuertes
Pizza
Snacks
Sweets



Cold Starters

Serves approximately 16 Guests

ROASTED CORN 7 LAYER DIP 60

Black Beans, Guacamole, Sour Cream, Cheese, Lettuce, Pico de Gallo

LOADED POTATO SALAD 65

Bacon, Cheddar Cheese, Green Onions

SOUTHWEST CAESAR SALAD 45

Romaine, Polenta Croutons, Shaved Parmesan Jalapeño Cilantro Caesar Dressing

DOMESTIC CHEESE PLATTER 60

Cheddar, Swiss and Pepper Jack

CHILLED SHRIMP COCKTAIL 120

Roasted Jalapeño Cocktail Sauce

MARKET SEASONAL FRUIT PLATTER 65

MARKET CRUDITÉ 45

Carrots, Peppers, Cucumber, Broccoli, Ranch Dressing



Cold Starters
Platos Fuertes
 Pizza
 Snacks
 Sweets



Platos Fuertes

Serves approximately 16 Guests

MESQUITE SMOKED BRISKET AND LOCAL BLUE RIBBON SAUSAGE 125

Slow Roasted Beef Brisket, Smoked Texas Sausage
 Sliced Onions, Pickles, Barbeque Sauce, Texas Toast

ALL BEEF HOT DOGS 85

Ketchup, Mustard, Onion, Relish

GRILLED ANGUS* SLIDERS 95

Grilled Onions, Chipotle Aioli

CRISPY CHICKEN TENDERS 95

Honey Mustard, Barbeque Sauce

SPICY BBQ CHICKEN WINGS 100

Ranch Dipping Sauce, Crisp Celery

GREEN CHILE MAC & CHEESE 75

Toasted Bread Crumbs

SIDES 35

Roasted Red Bliss Potatoes

Molasses Baked Beans with Bacon

Roasted Elote and Queso Fresco

Seasonal Roasted Vegetables



Cold Starters
Platos Fuertes
Pizza
Snacks
Sweets



Pizza

CHEESE 28
PEPPERONI 28
THE MEATS 28

Snacks

PEANUTS (BG) 4.5
SPICY SNACK MIX 25
POPCORN 25
RUFFLES AND FRENCH ONION DIP 35
TORTILLA CHIPS AND SALSA 35

Sweets

JUMBO COOKIES 45
CHOCOLATE CHUNK BROWNIES 50
DESSERT BARS 50
CHURROS, CARAMEL SAUCE 45





Non-alcoholic
Beer
Wine
Spirits



Non Alcoholic

SOFT DRINKS 13

12oz (six pack)

Pepsi, Diet Pepsi, Sierra Mist, Mug Root Beer,
Dr Pepper, Mountain Dew, Brisk Lemon Tea,
Brisk Sweet Tea

JUICE 2

8oz (each)

Oceanspray Cranberry, Orange, Grapefruit

PREMIUM COFFEE & TEA 38

(gallon)

Freshly Brewed Regular or Decaffeinated Coffee

HOT CHOCOLATE 38

(gallon)

AQUAFINA BOTTLED WATER 14

12oz (six pack)

SAN PELLEGRINO BOTTLED WATER 12

(liter)



Non-alcoholic

Beer

Wine

Spirits

**ALAMODOME**

Beer

DOMESTIC BOTTLED 28

(six pack)

Budweiser

Bud Light

Miller Lite

Coors Light

Michelob Ultra

PREMIUM BOTTLED 36

(six pack)

Heineken

Shiner Bock

Fat Tire

Amstel Light

Dos XX Lager

Blue Moon

NON ALCOHOLIC 28

(six pack)

O'Doul's



ALAMODOME SUITE MENU 9



Non-alcoholic
Beer
Wine
Spirits



ALAMODOME

Wines

WHITE

SPARKLING

Domaine Chandon, **Blanc de Noirs**, California 40
Zonin, **Prosecco**, Italy 30

SWEET WHITE/BLUSH

Woodbridge, **White Zinfandel**, California 25
Chat. St. Michelle, **Riesling**, Washington 35
Beringer, **Moscato**, California 30

DRY LIGHT BODY

Ecco Domani, **Pinot Grigio**, Italy 30
Whitehaven, **Sauvignon Blanc**, New Zealand 30
Pine Ridge, **Chenin Blanc/Viognier**, California 30
Santa Margherita, **Pinot Grigio**, Italy 55

MEDIUM BODY

Woodbridge, **Chardonnay**, California 25
William Hill, **Chardonnay**, California 35

FULL BODY

Kendall Jackson "Vintner's Reserve",
Chardonnay, California 40
Sonoma Cutrer, **Chardonnay**, California 50

RED

LIGHT BODY

Bogle, **Pinot Noir**, California 35
Woodbridge, **Merlot**, California 30
McMurray Ranch, **Pinot Noir**, California 45

MEDIUM BODY

Alamos, **Malbec**, Argentina 35
Robert Mondavi, Private Selection, **Merlot**, California 35
Woodbridge, **Cabernet Sauvignon**, California 30
Apothic, **Red Blend**, California 40

FULL BODY

Franciscan Oakville Estates, **Cabernet Sauvignon**,
California 45
Louis Martini, **Cabernet Sauvignon**, California 45
Kendall Jackson, Vintner's Reserve, **Cabernet Sauvignon**,
California 55



ALAMODOME SUITE MENU 10



Non-alcoholic
Beer
Wine
Spirits



ALAMODOME

Spirits

SCOTCH

Dewar's	70
Chivas Regal	80
Glenlivet 12	100

BOURBON

Jim Beam	45
Jack Daniel's	65
Maker's Mark	70

WHISKEY

Seagram's 7	45
Crown Royal	80
Rebecca Creek	85

VODKA

Svedka	40
Tito's	50
Enchanted Rock	75
Grey Goose	90

GIN

Tanqueray	75
Bombay Sapphire	80

RUM

Bacardi Superior	45
Cruzan	40
Captain Morgan	45

TEQUILA

Sauza Blue Silver	40
Cuervo Especial	45
Patrón Silver	120

COGNAC

Courvoisier	80
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GARNISHES

Lemons, Bowl	4
Limes, Bowl	4
Margarita Salt	5

MIXERS

Bloody Mary Mix	12
Sweet and Sour Mix	12
Club Soda	15

Tonic Water	15
Triple Sec	12
Worcestershire	5
Tabasco Sauce	5



ALAMODOME SUITE MENU 11



[How To Order](#)
[Payments and Fees](#)
[Procedures and Services](#)

ALAMODOME

How To Order

As the exclusive caterer of the Alamodome, Aramark is committed to the highest standards of quality and service. All food is prepared and delivered fresh to your suite from our Alamodome kitchens. Please remember that it is not permissible for patrons to bring food or beverages into the Alamodome. We will be happy to assist with personalized dining requirements such as dietary or religious restrictions.

HOW TO ORDER

All orders must be placed at least three (3) regular business days (M-F) prior to game day to ensure item availability and the utmost in presentation, service and quality. Please allow 4 days for events taking place on a weekend.

TO PLACE AN ORDER

Website: suitecatering.com

Your order will be confirmed by e-mail.

Please see our payment/ordering deadline schedule found on our website

FAX : 201.704.6151

TELEPHONE: 210.704.6358

To avoid confusion, please specify suite number, company name, the date and time of the game, as well as the name and phone number of the person placing the order. We encourage you to appoint one person to place all food and beverage orders for your suite in order to develop more effective communications and to avoid duplication of orders.

FOR ADDITIONAL ASSISTANCE

Dee Dee Overton

Suites Supervisor

210.704.6358

Ryan Pitts

Premium Services Director

210.704.6159

VIP SERVICES

PRIVATE WINE AND BEER TASTINGS

Let us organize a wine or beer tasting for you that will surely leave a lasting impression on your guests.

EXQUISITE FLOWER ARRANGEMENTS

Select from traditional bouquets to uniquely designed or themed flower arrangements. Fresh cut flowers create a first and lasting impression for any suite.

COMPANY OR TEAM LOGO ICE SCULPTURES

An ice sculpture is an elegant way to display your "Company Logo" or show off your "Texans" team spirit. Add a seafood display to the Ice Sculpture to further enhance your Suite experience.

VIP MENU SERVICES

In addition to our suite menu, we are glad to customize a menu for any occasion you are planning. Please call (210) 704-6159 for details.



[How To Order](#)[Payments and Fees](#)[Procedures and Services](#)**ALAMODOME**

Payments and Fees

TAXES

Food, Non-alcoholic Beverages and Administrative Fees are subject to an 8.25% (percent) sales tax.

ADMINISTRATIVE CHARGE

A 20% (percent) Administrative Charge is added to each food & beverage order. This administrative charge is not intended to be a tip, gratuity or service charge for the benefit of employees and is not distributed to employees. Any additional Suite Attendant gratuities for exceptional service occur at your discretion. If any optional gratuities are given, only your Suite Attendant will receive this amount.

METHODS OF PAYMENT

We require payment in full prior to the rendering of all services, guest checks will be settled at the conclusion of each event. Please note that before rendering any services, for security purposes we require a valid credit card authorization from you. We provide several payment options to choose from.

1. Credit Card on File: You may authorize us to retain valid credit card information on file for us to use to settle all charges due Aramark at the conclusion of a game/event. At the end of the event, an appropriate signature is required on the catering invoices, eliminating the need to present a credit card.

2. Prepay: You may prepay for all charges incurred for the advanced orders, then requiring no payment settlement at the conclusion of services. You will still have to provide a signed payment agreement form with a valid credit card prior to rendering service. Appropriate signature is required on food service invoices prepared when services are complete.

3. Escrow: You may prepay for numerous orders with a payment of \$10,000 or more. Charges incurred will be applied to the prepayment and you will be informed when the extended prepayment amount is near depletion. Appropriate signature is required on food service invoices prepared when services are complete.



[How To Order](#)[Payments and Fees](#)[Procedures and Services](#)**ALAMODOME**

Procedures and Services

EVENT DAY ORDERING

During an event, orders may be placed from your suite. Service is available for two hours prior to the start of a game/event and concludes at the end of the 3rd Quarter. Please note that event day orders supplement advance orders and should not replace them. There will be an "Event Day" menu in your suite. Most beverages are available for re-order during an event.

CANCELLATIONS

No charges will be assessed to suite holders for food or beverage orders that are cancelled 48 hours in advance. Cancellations must be in writing and must be confirmed by Aramark to be valid. All other cancellations will be assessed a charge of up to one hundred percent of the total order value including fees and taxes. In the event of an event cancellation, you will not be charged unless the gates were opened before the event was cancelled.

YEAR-ROUND CATERING

The Plaza, Club Level, Skyline Lounge and other areas are available for catered events year-round on non-game days. Whether a corporate event, social gala, reception or any special function, the Alamodome is the perfect location to impress your guests.

LIABILITY

Please note that you are responsible for damages you or your guests inflict on property and equipment provided as part of our service. Please note that all food service equipment is the property of Aramark and may be removed from your service area only by authorized personnel.



CONCESSIONS ITEM	SIZE	CONTAINER	UNIT PRICE
Soda	20 oz	Contour	\$ 4.00
Soda	32 oz	Cup	\$ 5.50
Soda	32 oz	Souvenir Cup	\$ 6.00
Soda	24 oz	Cup	\$ 3.75
Draft Beer	10 oz		\$ 1.25
Draft Beer	24 oz		\$ 8.00
Draft Beer	16 oz		\$ 5.50
Premium & Domestic Bottled Beer	12 oz		\$ 7.00
Premium & Domestic Bottled Beer	16 oz	Plastic	\$ 7.50
Premium & Domestic Bottled/Can Beer	24 oz		\$ 10.75
Aquafina	20 oz	Contour	\$ 4.00
Gatorade			\$ 4.00
Ice Tea			\$ 4.00
Tazo			\$ 5.00
Sobe			\$ 5.50
Apple Juice	12 oz		\$ 3.00
Cranberry Juice	12 oz		\$ 3.00
Orange Juice	12 oz		\$ 3.00
N/A	16 oz	Igloo Cup	\$ 4.75
Coffee	16 oz		\$ 3.50
Lemonade	24 oz		\$ 8.75
Lemonade	32 oz		\$ 5.50
Margarita	Bone		\$ 13.00
Margarita	14 oz		\$ 9.75
Wine	7 oz		\$ 7.25
Liquor Drink			\$ 8.75
Corn Dog			\$ 6.00
Jumbo Dog			\$ 4.50
Sausage on a Stick			\$ 5.50
Jalapeno Sausage			\$ 6.50
BBQ Cheese Jalapeno Sausage			\$ 7.00
Bratwurst			\$ 8.00
Hamburger			\$ 5.75
Stackhouse Burger			\$ 9.00
Double Stack Burger			\$ 12.25
Chopped Brisket Sandwich			\$ 7.50
Carved Sandwich			\$ 12.00
Chicken Tenders			\$ 7.00
Chicken Tender Basket			\$ 8.00
Pizza			\$ 5.50
Italian Pannini			\$ 6.00
Carnitas Plate			\$ 12.00
Breakfast Taco			\$ 1.50
Quesadilla			\$ 7.50
Extreme Nachos			\$ 6.75
Salad	Bowl		\$ 8.00
Chef Salad			\$ 8.00

CONCESSIONS ITEM	SIZE	CONTAINER	UNIT PRICE
Pasta Salad			\$ 5.00
Roasted Peanuts	7 oz		\$ 4.50
Mixed Nuts			\$ 4.50
Popcorn	Bag		\$ 5.00
Pretzel	Super Jumbo		\$ 5.50
Pretzel	Super Jumbo		\$ 6.00
Jumbo Pretzel			\$ 3.50
French Fries			\$ 4.00
Curly Fries			\$ 5.00
Chilli Chees Fries			\$ 6.00
Onion Rings			\$ 4.50
Spechial Nacho Bowl			\$ 8.75
Cracker Jacks			\$ 3.50
Starburst	King Size		\$ 3.00
Skittles	King Size		\$ 3.00
Ann's Ice Cream Bar			\$ 5.00
Funnel Cake			\$ 5.50
Cotton Candy	Cone		\$ 4.00
Doughnuts			\$ 3.50
Pastries			\$ 2.50
Muffins			\$ 2.50
Bagels			\$ 2.50
Fruit			\$ 1.50

RFP EXHIBIT 14
DRAFT AGREEMENT

RFP EXHIBIT 14

DRAFT AGREEMENT

**THIS IS A DRAFT CONTRACT. A FINAL CONTRACT WILL BE NEGOTIATED BETWEEN THE CITY AND SELECTED RESPONDENT.
FOOD SERVICE AGREEMENT FOR THE ALAMODOME**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), acting by and through its City Manager pursuant to Ordinance No. 2015-____-____-_____, dated _____, 2015, and _____, by and through its _____, (hereinafter referred to as "Concessionaire"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

RECITALS

WHEREAS, City owns and operates, through its Convention and Sports Facilities Department (CSF), the Alamodome (hereafter "Facility"); and

WHEREAS, the Facility is made available to the public through short-term license agreements for a variety of events, to include sporting events, concerts and family shows; and

WHEREAS, such events may require Catering and Concession Services and therefore, City sought, through a Request for Proposals (RFP), to contract for the provision of such services for events held at the Facility; and

WHEREAS, Concessionaire submitted a proposal to City to provide such services, which included a financial compensation component; and

WHEREAS, City, through a duly authorized City ordinance, accepted Concessionaire's proposal and the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described; **NOW THEREFORE**:

ARTICLE I. DEFINITIONS

1.01 "Accounting Period" – Concessionaire's four or five week fiscal periods of which there must be 12 within each calendar year.

1.02 "Agreement Year" – the period March 1, 2016, through February 28, 2017, and every March 1st through February 28th for every year thereafter until February 28, 2031, or until the Agreement terminates, whichever is earlier.

1.03 "Alcoholic Beverages" – all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.

1.04 "Ancillary Services" – other services customarily provided with Catering Services including, but not limited to, floral decorations, event Equipment rentals, and entertainment, except meeting planning services (destination management), and transportation services to and from the Facility.

THIS IS A DRAFT CONTRACT. A FINAL CONTRACT WILL BE NEGOTIATED BETWEEN THE CITY AND SELECTED RESPONDENT.

1.05 “Branded Products” – those food or beverage items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Concessionaire is required to pay royalty fees and/or shared advertising costs (Branded Product Fees) to the franchiser in consideration of the right to sell such items in the Facility.

1.06 “Catering Sales” – all sales for any pre-arranged food and beverage function of multiple Licensees, such as dinners, banquets and buffets, where payment for the entire function rests with one individual or company, including cash bars associated with the function.

1.07 “City” – the City of San Antonio, Texas, the owner of the Alamodome, or its Designee. All correspondence should be addressed to Director, Convention and Sports Facilities, P.O. Box 1809, San Antonio, TX 78296-1809.

1.08 “City’s Director” – the Director of City’s Convention and Sports Facilities Department (CSF) or his/her designee, as applicable.

1.09 “Commission” – the percentage of Gross Receipts that Concessionaire pays City.

1.10 “Concessionaire” – the _____, a _____ organized under the laws of the _____. The _____ organization is as described in Exhibit B Articles of Incorporation and Joint Venture Agreement, which is attached and incorporated into this Agreement. No change to Exhibit B may be made without the written consent of City acting by and through the City’s Director.

1.11 “Concessions Sales” – all sales of non-licensed food and beverages sold to individual customers from permanent or portable concession stands, roving vendors and in-seat attendants, except cash-bar sales at private events (i.e. not open to the general public), which are considering Catering Sales.

1.12 “Equipment” – all Food Service furniture, machinery, and POS used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product.

1.13 “Facility” – the Alamodome and grounds, located at 100 Montana St., San Antonio, TX 78203 in Bexar County.

1.14 “Food Service” – all food and beverage sales, service and operations at the Facility, including Alcoholic Beverage Sales, Branded Product Sales, Catering Sales, Concession Sales, Subcontractor Sales, Suite Sales, and Restaurant Sales.

1.15 “Gross Receipts” – the total amount of money, service, administrative and rental charges received or charged by Concessionaire or any agent, employee or Subcontractor of Concessionaire for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Agreement, excluding CSF-sponsored events, City-approved proceeds retained by Subcontractor, Branded Product fees, and applicable sales and TABC taxes. Sales from City-sponsored events (less the discount provided in Section 19.05), cash shortages, and uncollected debts may not be deducted from Gross Receipts. In case of a discrepancy in determining Gross Receipts for Catering and Concessions Sales, it shall be the greater of inventory, POS readings, or actual cash and credit card charges received.

1.16 “Late Fee” – the charge assessed to Concessionaire by City for any payments due City after the specified date in the Agreement. Late Fees shall be pro-rated daily based on an annual rate of 18%.

1.17 “Licensee” – any person or entity that may, from time to time, enter into any agreement for the use of the Facility for a particular purpose.

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1.18 "Major Event" – events with large financial impact to the Facility and City, as determined by City, including without limitation the 2018 NCAA Men's Final Four Basketball Tournament.

1.19 "Merchandise Sales" – all sales of all non-edible souvenirs, novelties and publications at the Facility on behalf of Licensees.

1.20 "POS" – or point-of-sale, where a sales transaction is conducted and a customer purchases a good or service and makes payment from a business that calculates the amount due and provides for payment processing options.

1.21 "Restaurant Sales" – all sales of food and beverages from the Top of the Dome and Hall of Fame Club sold by wait staff to individual customers who eat meals prepared and served at the Facility.

1.22 "Smallwares" – service ware, utensils, crockery, glassware, dishware and cutlery used in the Food Service operation. Concessionaire is responsible for having place settings for 500 throughout the Agreement term as well as Smallwares for all Bars, Concessions, Restaurants and Suites.

1.23 "Service Charge" – an additional percentage or fee added to Catering Services by Concessionaire, including labor and other miscellaneous operating costs, whether paid to the employees or not. Service Charges are included in Gross Receipts.

1.24 "Suite Sales" – all sales of food and beverages from suites on the Club Level of the Facility.

1.25 "TABC" – Texas Alcoholic Beverage Commission.

ARTICLE II. TERM

2.01 Unless sooner terminated in accordance with the provisions herein, the Initial Term of this Agreement shall be 15 years and shall commence on March 1, 2016, ("Commencement Date"), and expire on February 28, 2031 ("Expiration Date").

ARTICLE III. SCOPE SERVICES

3.01 City hereby grants to Concessionaire: a) exclusive rights to provide Food Service; b) non-exclusive rights to provide Ancillary Services, and; c) non-exclusive rights to provide Merchandise Sales services, at the Facility, with the exception of those events and items identified in Section 3.02 and those instances where Caterer is unable to perform due to emergency circumstances, inclement weather, or any other circumstances that the City's Director and Concessionaire mutually agree warrant the City's Director to permit a Licensee of the Facility to provide its own Food Service at the Facility. These rights extend to all portions of the interior and exterior of the Facility that are operated or under the control of the City and used in conjunction with the Facility. Concessionaire shall perform the services identified in Exhibit A City's Request for Proposal, which is attached and incorporated into this Agreement in accordance with Concessionaire's best practices as further described in Exhibit C Concessionaire's Food Service Implementation Plan, which is attached and incorporated into this Agreement.

3.02 Concessionaire understands the following events, areas and/or menu items are exempted from the exclusive nature of this Agreement and that the consent of Concessionaire to allow other persons or companies to provide Food Service at the Facility is not required:

- (a) Field Entertainment events (competing concessions food items, which promoter has exclusivity to sell, such as popcorn, peanuts, sno-cones, cotton candy, and merchandise);
- (b) Backstage, upon promoter or Licensee request, at the sole discretion of City;

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- (c) Offices, locker rooms, dressing rooms, or in any area of the Facility during non-events, other than assigned service areas, may be excluded at the sole discretion of the City;
- (d) Additional events at City Director's discretion, approximately three events annually.
- (e) Unique Catering requirements of individual event Licensees, such as Kosher, Indian and other ethnic foods, not regularly prepared by Concessionaire, may be excluded from these rights, at the sole discretion of the City.
- (f) Vending machines are excluded and the City reserves the right to place vending machines in any employee area of the Facility.

3.03 Concessionaire agrees to provide all services and other activities as specified herein and as are required to perform Food Service at the Facility.

3.04 Concessionaire understands that customer service is of utmost importance to City. All services provided under this Agreement shall be performed by Concessionaire in a manner that supports City's goal to provide superior customer service.

3.05 City's Director shall notify Concessionaire of any unacceptable levels of service and undesirable practices and Concessionaire shall immediately remedy service deficiencies and/or discontinue the undesirable practices promptly.

3.06 Caterer shall constantly endeavor to improve the Food Service with a view toward developing maximum sales and service and to promote the marketing of the Facility to Licensees and potential Licensees and patrons of the Facility.

ARTICLE IV. COMPENSATION TO CITY

4.01 Concessionaire shall provide City a payment of \$1,600,000.00 ("Investment") for the rights to this Agreement payable as follows: \$1,600,000.00 on or before March 1, 2016.

4.02 Concessionaire shall pay City on a monthly basis no later than the fifteenth (15th) calendar day of the month following the preceding month's activity, the following commissions:

- (a) For Concessions & Bar Sales, a commission in the amount of ____; and
- (b) For Catering Sales (including Restaurant Sales, Ancillary Services, & Service Charges), a commission in the amount of ____; and
- (c) For Suite Sales, a commission in the amount of ____; and
- (d) For Major Events, a bonus commission (above standard commission) in the amount of ____; and
- (e) For Subcontractor Sales, a commission in the amount of ____; and
- (f) For Merchandise Sales, when City requests Concessionaire to sell Merchandise, City retains 100% of net profits after Concessionaire earns a management fee of 3% of Gross Receipts.
- (g) For any payments not made as required under Section 4.02, Concessionaire shall pay City all amounts due together with interest at the rate of 18% per

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annum (but in no event greater than the maximum legal rate allowed under applicable law) from the date payment should have been made until payment is received by City.

4.03 It is understood by Concessionaire that all commissions due City shall be calculated from the amount actually billed to the Licensee, or, in the event Food Services are provided to an organization or group of individuals attending an event of a Licensee, the amount actually billed to that organization or group of individuals, for all events held in the Facility where Food Services are performed (i.e. Licensee is charged all-inclusive price of \$200/person for an event). Commissions are to be calculated before taxes.

4.04 Concessionaire agrees that it shall not barter, trade, or discount any or all Food Service provided by Concessionaire under this Article that are commissionable to City, without the prior written approval of City's Director.

4.05 It is the responsibility of Concessionaire to request prior written approval from City's Director for any additional charges to a Licensee, including, but not limited to, convenience charges, surcharges, etc., which are assessed any Licensee. An explanation of the additional fees/charges shall accompany the request. It is in the sole discretion of City's Director to approve or deny Concessionaire's request for additional charges to Licensees.

4.06 City's Director may waive or reduce commissions for Food Service if it is in the best interest of City.

ARTICLE V. USE OF FACILITY AND EQUIPMENT

5.01 City shall provide all existing Food Service locations, existing Equipment, including portable carts, and the eight new Plaza Level Concession stands in good working order.

5.02 Concessionaire shall use City's Facility and Equipment made available to Concessionaire under this Agreement solely for the purpose of providing services to customers and Licensees of City that are at the Facility as set forth herein, except as authorized in writing by City's Director. The use of City's Facility and Equipment shall comply with City's standards of quality and service mentioned in this Agreement.

5.03 Any visitors to the Facility (other than vendors, suppliers, representatives of Licensees of the Facility, Licensees, or invitees or potential Licensees of the Facility) must have permission by City's Director before access will be granted to the Facility.

ARTICLE VI. FOOD SERVICE IMPLEMENTATION PLAN

6.01 Concessionaire has submitted Exhibit C Food Service Implementation Plan as a guide to its current and future business practices. Exhibit C shall be utilized by Concessionaire throughout the Term of this Agreement, and may be amended to accurately depict Concessionaire's Food Service operation for the upcoming year. Such amendments require the approval of City's Director.

ARTICLE VII. EMPLOYEES AND PERSONNEL

7.01 Concessionaire shall employ or secure the employment of all necessary personnel to conduct the operations at the Facility in accordance with the terms and conditions of this Agreement.

7.02 Concessionaire will be required to conduct criminal background checks on all full and part-time staff, not-for-profit group labor, and temporary staff, and to utilize staffing agencies that do so as well for all temporary labor. This extends to all subcontractors that may have personnel entering the Facility.

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7.03 All service employees are employees of Concessionaire and not City. Concessionaire shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with City. No agent, servant, or employee of Concessionaire shall under any circumstances be deemed an agent, servant, or employee of City.

7.04 Accurate records must be kept of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by City or any other proper agency. Upon request by City, Concessionaire shall immediately remove, from the Facility, any employee deemed unsuitable for any reason by City. Any employee so removed shall never again be employed at the Facility without the prior written consent of City.

7.05 City shall approve Concessionaire's proposed on-site management indicated in Exhibit D Concessionaire Management Staffing, which is attached and incorporated into this Agreement, throughout the term of the Agreement. Concessionaire's on-site management shall not have job-related responsibilities at other venues and must have a full-time office at the Facility. If City requests a replacement for the on-site management or any of the staff, Concessionaire shall have five days to provide a temporary replacement approved by the City, and 15 days to provide City with at three resumes of suitable candidates for such purpose. At no time however, shall Concessionaire leave the Facility without management staff suitable to the service required for any scheduled event.

7.06 Concessionaire shall not change its Food and Beverage Manager without the City's approval, such approval not to be unreasonably withheld, unless requested by City, for a minimum of three years, from the time the Food and Beverage Manager is approved by City.

7.07 Concessionaire's management staff shall include an on-site Catering Sales Manager to market, solicit and administer Catering programs for the Facility

7.08 Concessionaire must conduct regularly scheduled training sessions throughout the year for all employees, including not-for-profit groups. At a minimum, the training will consist of customer service; alcohol awareness (i.e. "TIPS"); skills training for each position, including proper suite and banquet service, buffet set-up, merchandising and wine service for all Catering personnel; POS training; safety; cash handling; food preparation; and recycling.

7.09 Concessionaire's employees shall be neatly and cleanly uniformed at all times and must meet grooming guidelines and appearance standards prescribed for such employees.

7.10 10 free parking spaces will be provided by City for Concessionaire's management staff.

ARTICLE VIII. ASSIGNED AREAS

8.01 City shall provide Concessionaire access to and control over assigned service areas throughout the term of this Agreement. City may inspect the assigned service areas whenever, in its sole discretion, it deems appropriate.

8.02 City shall not be responsible under any circumstances for loss or damage to Concessionaire's supplies, materials, or Equipment at the Facility, or to any improvements made to the Facility by Concessionaire, or to any personal belongings of Concessionaire, or Concessionaire's personnel brought into the Facility, unless such loss or damage is directly caused by City, its officers, agencies, employees, officials or contractors.

ARTICLE IX. INSURANCE

9.01 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish copies of all required endorsements and completed certificate(s) of insurance to the City's

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Convention and Sports Facilities Department, which shall be clearly labeled “**Concessions and Catering for the Alamodome**” in the description of operations block of the certificate. The certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a memorandum of insurance or binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Convention and Sports Facilities Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

9.02 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

9.03 A Concessionaire’s financial integrity is of interest to City; therefore, subject to Concessionaire’s right to maintain reasonable deductibles in such amounts as are approved by City, Concessionaire shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Concessionaire’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate per project, or its equivalent in Umbrella or Excess Liability Coverage f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime Policy	\$100,000 per occurrence
6. Umbrella/Excess Policy	\$10,000,000 per occurrence
7. Liquor Legal Liability	\$10,000,000 per occurrence, or its equivalent in Umbrella or Excess Coverage

9.04 At the discretion of the Concessionaire, any subcontractors and/or suppliers providing goods or services hereunder may be required to obtain the same categories of insurance coverage required of Concessionaire herein, and provide a certificate of insurance and endorsement that names the Concessionaire and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Concessionaire. Concessionaire shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the Agreement for all purposes.

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9.05 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Concessionaire shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Concessionaire shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Convention & Sports Facilities
Attn: Fiscal Division
P.O. Box 1809
San Antonio, Texas 78296-1809

9.06 Concessionaire agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a. Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- c. Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City
- d. Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.07 Within five calendar days of a suspension, cancellation or non-renewal of coverage, Concessionaire shall provide a replacement certificate of insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.08 In addition to any other remedies City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Concessionaire to stop work hereunder, and/ or withhold any payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

9.09 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Agreement.

9.10 It is agreed that Concessionaire's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

9.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

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9.12 Concessionaire and any subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE X. INDEMNIFICATION

10.01 **CONCESSIONAIRE** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to **CONCESSIONAIRE'S** activities under this **AGREEMENT**, including any acts or omissions of **CONCESSIONAIRE**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONCESSIONAIRE**, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this **AGREEMENT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONCESSIONAIRE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.02 The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.03 **CONCESSIONAIRE** shall advise CITY in writing within 24 hours of any claim or demand against CITY or **CONCESSIONAIRE** known to **CONCESSIONAIRE** related to or arising out of **CONCESSIONAIRE'S** activities under this **AGREEMENT**.

10.04 **Defense Counsel** - City shall have the right to select or to approve defense counsel to be retained by Concessionaire in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Concessionaire shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Concessionaire fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Concessionaire shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.05 **Employee Litigation** – In any and all claims against any party indemnified hereunder by any employee of Concessionaire, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Concessionaire or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE XI. QUALITY OF SERVICES AND PRODUCTS

11.01 Concessionaire shall conduct all of their operations in a first-class, professional, businesslike and efficient manner consistent with other premier stadiums.

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11.02 City shall have the right to approve what portions, pricing and brands are used by the Concessionaire, and at no time will Concessionaire offer an exclusive to any supplier without the prior written approval of City.

11.03 All foods, drinks, beverages, confectionery, refreshments, etc., sold or kept for sale, shall be quality, wholesome, and pure, and shall conform in all respects to federal, state, and municipal food and other laws, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all product in inventory shall be stored and handled in a sanitized manner. Leftover perishable product shall not be sold at any time.

11.04 All products for sale shall be subject to inspection and approval by City. Rejected product shall be immediately removed from the Facility and shall not sold.

11.05 City requires Concessionaire to identify and utilize local products and subcontractors, whenever appropriate and available.

11.06 It is the intent of City to utilize Branded Products whenever it is in the best interest of City and its Licensees.

11.07 All Concessions, Restaurant and Suites will generally utilize disposable plates, cutlery and cups.

11.08 All Catering will utilize permanent Smallwares, dishes, glassware and place settings.

ARTICLE XII. ALCOHOLIC BEVERAGES

12.01 Alcoholic Beverages are to be offered for sale by Concessionaire to the extent permitted by applicable state and local laws, and subject to regulations established by City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Facility, shall be the sole responsibility of City. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of Concessionaire.

12.02 All licenses and permits required for the sale of Alcoholic Beverages at the Facility shall be held by Concessionaire. Neither Party shall take any action which would impair Concessionaire's ability to hold the permits. Concessionaire shall prepare and process all applications for renewals of the permits. Concessionaire shall file all applications for permits and licenses.

12.03 Concessionaire will obtain and keep in force mixed beverage licenses, permits and bonds for all areas of the Facility.

ARTICLE XIII. SANITATION

13.01 Concessionaire must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain all assigned service areas of the Facility, including, but not limited to, kitchens, restaurants, suites, concessions stands, buffets, pantries, vending areas (if applicable), condiment stands, storage and prep areas, in a clean, sanitary, and orderly fashion, including the space within a 25 foot radius of each area. If service areas are assigned for specific trade shows, conventions or public events on a temporary basis, Concessionaire's maintenance responsibility shall be expanded to include all service and seating within those temporarily assigned service areas.

13.02 Concessionaire is responsible for the cost to clean and maintain the vent hoods, exhaust and fire suppression systems (i.e. "Ansul") in all assigned service areas. Concessionaire shall provide City, upon request, with copies of maintenance and repair records.

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13.03 Concessionaire must provide pest control by a City-approved vendor, with program and intervals as required by City, at Concessionaire's cost.

ARTICLE XIV. UTILITIES

14.01 City shall provide all utilities for Concessionaire except telephone and data services.

14.02 Telephone and data service for all of Concessionaire's operations shall be at Concessionaire's cost. Such cost shall be invoiced by City to Concessionaire separately on a regular basis and shall be payable per the terms of the invoice.

14.03 Concessionaire is required to dispose of trash, recyclables, compostables, etc. (as applicable) in their own designated dumpsters in the Facility's loading dock area, and those dumpsters must be contracted through City's approved vendor at Concessionaire's cost. City, in coordination with the Concessionaire, shall be responsible for the recyclable dumpster and disposal of product from the recyclable dumpster. Concessionaire will be responsible for transporting their trash, recyclables and garbage from all assigned service areas to the designated dumpsters or recycling areas in the Facility. City will designate locations where Concessionaire may deposit their trash and recyclables.

14.04 City shall not be liable or responsible for any failure to furnish the services set forth in Section 14.01, if such failure is caused or brought about in any manner by: strike; act of God; other work stoppage; federal, state, or local government action; the breakdown or failure of apparatus, Equipment, or machinery employed in its supply of said services; any temporary stoppage for the repair, improvement, or enlargement thereof, or; any act or condition beyond its reasonable control. Further, City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

14.05 City shall not be responsible for any goods, merchandise or Equipment stored at the Facility, nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

ARTICLE XV. MENUS/PORCTIONS/PRICING

15.01 Concessionaire shall provide a variety of high quality and nutritious food. The following parameters shall be observed by Concessionaire in regard to the menus developed for the Facility:

- (a) Develop innovative menus which emphasize variety, nutrition, quality, and use fresh foods and seasonal foods whenever possible.
- (b) Utilize creative food displays and merchandising techniques to ensure customer satisfaction.
- (c) Provide healthful menu choices that include and identify foods that are low in calories, sodium, fats and other information that would satisfy special needs customers.
- (d) Be able to produce the menu using the appropriate staffing plans with the Equipment available in the Facility.

15.02 Concessionaire will submit to City's Director for approval proposed menus, portions, brands and pricing of all items available for sale in the Facility. Concessionaire shall ensure its prices are competitive with similar facilities. The menu submittal must include comparable venue pricing from all local venues and other venues as requested by City. The comparable venues will be approved in advance by the City's Director.

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15.03 Menu and price adjustments are to be submitted to the City for their approval.

ARTICLE XVI. FIRE AND OTHER EMERGENCIES

16.01 Concessionaire shall immediately notify the proper authorities in the event of fire or other emergency. Concessionaire shall immediately notify City's Director in the event of fire or other emergency by calling the emergency telephone number supplied by City. Concessionaire shall ensure that all Concessionaire employees are trained to respond to fire, civil defense, bomb threats, evacuations and other emergencies, based, in part, on any operating procedures provided by City.

16.02 Concessionaire shall give City prompt notice followed by formal written notice of any fire damage occurring to the Facility, and a copy of all notices received by Concessionaire of any claim for bodily injury occurring at the Facility.

ARTICLE XVII. SECURITY

17.01 Concessionaire shall comply with City's security policies. Said policies shall require all of Concessionaire's employees to comply with all instructions, regulations, rules and codes of conduct, as specified by City's Director, which will be provided on an ongoing basis. Concessionaire shall require all such employees to utilize approved entrances and exits designated by City's Director. Concessionaire shall furnish City's Director with a list of Concessionaire's employees and update said list as changes occur.

17.02 Concessionaire shall issue identification badges for security purposes and require all Concessionaire employees and subcontractors to display said badges at all times. Concessionaire's logo may appear on the issued identification badges. Concessionaire shall recover all inactive identification badges from Concessionaire employees and subcontractors. Concessionaire shall notify City of any and all Concessionaire's employees no longer working at the Facility. All part-time and temporary staff used at any time by Concessionaire shall be identified by badge, uniform, ribbon, pin, or other identifying symbol acceptable to City's Director.

17.03 Concessionaire shall be responsible for turning off all appropriate Equipment and lights, and locking all appropriate doors at the close of Food Service operations within the assigned service areas.

ARTICLE XVIII. OPERATING REQUIREMENTS

18.01 No off-site services or subcontracting are permitted from the Facility, unless approved by City. To the extent, however, that Concessionaire can book additional Catering functions for the Facility, and produce additional revenue for Concessionaire and City, without adversely affecting service to Licensees of the Facility, such activities would be favorably viewed by City. All off-site services are subject to the compensation payable to the City in Article IV, regardless of where the event is held.

18.02 As requested by City, Concessionaire will provide City with a written marketing program. Concessionaire will closely coordinate marketing efforts with the Facility's booking and services staff.

18.03 Concessionaire shall not interfere with the free distribution of food or drinks, or any other items of any nature whatsoever, where such distribution has been authorized by City. Free samples of any products of any size, whether competing or not, may be given away to patrons upon exit of the Facility. Free samples of products less than 4 ounces may be given away by, on behalf of, or with the permission of, any Licensee, person or organization, at any event at the discretion of City. Cleaning associated with the distribution of any of these items shall be the sole responsibility of City.

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18.04 In the event City shall seek to bring a major political convention, NCAA tournament, or other similar national or international events, Concessionaire shall make such modifications to the Agreement that are required for City to obtain any such event.

18.05 The City may sell advertising and sponsorship packages for the Facility. Therefore, City reserves the final right of approval of Concessionaire's sources of product supply in connection with City granting exclusive rights to a company. This is limited to food and beverage products. Concessionaire, however, will not be required to purchase from suppliers, whose level of quality, service, and/or prices are not competitive with the marketplace. Concessionaire retains no advertising rights in this Agreement.

18.06 As part of Concessionaire's Capital Investment in Exhibit G, which is attached and incorporated into this Agreement, Concessionaire shall provide, install and use a computerized POS system at 300 point-of-sale locations, permanent and portable, and for all Catering billing. The POS locations must accept cash, credit and debit cards, and other forms of electronic payment, such as value-added tickets and mobile and digital wallet payments, such as Apple Pay. The system must manage all facets of the food service operation, including detailed reporting for the City on all transactional data, while ensuring data security, PCI compliance, and transaction speed. This includes providing for in-seat ordering and service, and technological efficiencies for reducing concession stand wait times and improving customer satisfaction through mobile apps, text alerts and social media, offering ordering, pickup, delivery, coupons and offers, etc.

18.07 Concessionaire shall at all times comply with all applicable laws, rules, regulations and orders of the federal, state and local government, and also shall abide by all Facility rules, regulations and directives prescribed by City.

18.08 Nothing herein contained shall be held to limit or qualify the right of City to a free and unobstructed use, occupation and control of the Facility, and ingress and egress for itself, its Licensees, and the public.

18.09 Representatives of City shall have the right to enter upon and have access to all assigned Food Service and Merchandise Sales areas during the time events are in operation and all times when Concessionaire employees are present, subject to the provisions of Section 8.01.

18.10 Concessionaire will provide written menus approved by City, utilizing the Facility's logo, used exclusively for the Facility, in sufficient quantities for use by City's and Concessionaire's marketing staffs.

18.11 Concessionaire will provide website menus and ordering capability for all menus and services, and will integrate their website into City's website, if possible.

18.12 City will set rooms with sufficient tables and chairs for each Catering function. Concessionaire must provide and set linen, skirting and place settings on a timely basis, as well as removing same immediately following each Catering event.

18.13 Concessionaire shall set up Equipment and Smallwares for all Food Service events. Concessionaire shall be responsible for setting up and dismantling all portable Equipment, including any work tables, if any, supplied by City.

18.14 The areas of all Food Service and Merchandise Sales, whether temporary, portable or permanent shall be assigned by City. Concessionaire shall acquire no right to any location once assigned, and City reserves the right to require Concessionaire to move such operations and Equipment to facilitate the needs of events.

18.15 Concessionaire will be required to comply with all of City's current and future sustainability rules, regulations, laws, programs and requirements. This includes recycling, donation of

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excess foodstuffs, composting, using utilities efficiently, using recycled materials, and using LEED-certified or “green” Equipment, methods and applications.

18.16 City encourages Concessionaire to phase-in a food waste reduction program by preferably reducing or donating wasted food. If preferred, City can provide space accommodations at the Facility for Concessionaire’s recycling receptacles and Equipment to compost wasted food. City will set an annual waste diversion goal and Concessionaire shall submit an annual report to City on Concessionaire’s progress.

18.17 The use of table coverings other than cloth must be approved in advance by City.

ARTICLE XIX. GENERAL FINANCIAL TERMS

19.01 Concessionaire will provide all working capital and inventory necessary to effectively manage the Food Service operations.

19.02 Concessionaire will prepare a sales and commission statement, in a format directed by City, for each Accounting Period, and submit same with the commission payment, no later than 15 days following the close of the preceding Accounting Period.

19.03 Concessionaire shall provide an annual marketing fund of \$100,000, in-kind or cash, which shall include without limitation, all food and beverages at direct cost of service labor and product to City, for their marketing functions of the Facility, as directed by City. Any costs in excess of the \$100,000 will be billed to City at cost, and which sales are excluded from Gross Receipts.

19.04 For City-sponsored events (other than CSF covered in Section 19.03), Concessionaire will provide a 15% discount on all Food Service. These sales, less the discount, are included in Gross Receipts.

19.05 All Facility event staff will pay retail price for Concessionaire’s Food Service.

ARTICLE XX. RECORD KEEPING AND ACCOUNTABILITY

20.01 Concessionaire shall maintain all accounting records for the Facility in a format approved by the City. The accounting records shall be available for audit by City at any time throughout the term of the Agreement, and for four years following the termination of this Agreement.

20.02 Concessionaire shall use common financial and accounting software for all financial and accounting transactions under this Agreement, including but not limited to all Food Service proposals, contracts and invoices. This software will integrate with City’s SAP accounting software, if possible, at Concessionaire’s cost.

20.03 In cooperation with City’s Director, Concessionaire will prepare an annual financial forecast, in MS Excel format, as directed by City. Forecast information will include 12 months of projections by commission type. Forecast is to be provided by event, where applicable. Five-year forecast information is to be provided to City up to twice per year, upon request by City.

20.04 As requested by City within the timeframe by City, Concessionaire shall provide City with a preliminary daily sales report following each event day’s sales. Concessionaire shall provide to City, in an MS Excel format directed by City, a summary of each event, indicating as applicable, menu items, portion sizes, pricing, guarantees, sales by location, total inventory sales, total register sales, and cash overages and shortages. Concessionaire shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.

20.05 Concessionaire shall maintain a separate commercial account in the city of San Antonio for all sales deposits.

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20.06 Concessionaire must use computerized PCI-compliant POS. City shall have access to all such sales and management reports. City requires the ability of customers to use credit and debit cards for sales at all sales locations within the Facility.

20.07 Automatic Teller Machines (ATM) may be placed in the Facility at the discretion of City.

20.08 Concessionaire shall maintain all sales tax licenses and operating permits necessary for the operations.

20.09 Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, Equipment, inventory or permits.

ARTICLE XXI. DELINQUENT TAXES

21.01 In the event that Concessionaire is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Concessionaire as a result of this Agreement.

ARTICLE XXII. PERFORMANCE BOND

22.01 Concessionaire 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 the amount of \$100,000. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this Agreement. 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 pursuant to §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. This bond must be executed and delivered to City prior to commencement of work under this Agreement. This performance bond is to be renewable on each anniversary date of this Agreement or extension hereto. The performance bond is subject to annual review by City and the amount of the bond may be increased at the sole discretion of City as it deems necessary.

ARTICLE XXIII. OWNERSHIP OF DOCUMENTS

23.01 Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Concessionaire pursuant to the provisions of this Agreement are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Concessionaire. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

23.02 Concessionaire understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

ARTICLE XXIV. RECORDS RETENTION

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24.01 Concessionaire and its Subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

24.02 Concessionaire shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of this Agreement. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Concessionaire shall retain the records until the resolution of such litigation or other such questions. Concessionaire acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Concessionaire to return the documents to City at Concessionaire's expense prior to or at the conclusion of the Retention Period. In such event, Concessionaire may retain a copy of the documents.

24.03 Concessionaire shall notify City, immediately, in the event Concessionaire receives any requests for information from a third party, which pertain to the Documents referenced herein. Concessionaire understands and agrees that City will process and handle all such requests.

24.04 Should City discover errors in internal controls or in record keeping associated with the scope of work covered by this Agreement, Concessionaire shall correct such discrepancies either upon discovery or within a reasonable period of time, not to exceed 60 days after discovery and notification by City to Concessionaire of such discrepancies. Concessionaire shall inform City in writing of the action taken to correct such audit discrepancies.

ARTICLE XXV. AUDITS

25.01 Concessionaire shall provide to City all reports relating to the performance of services under this Agreement requested by City including, but not limited to, reviewed financial statements and reports, reports and accounting of services rendered, and any such reports or related documents requested by City. Concessionaire shall provide financial and service reports in a reasonable time frame as determined by City. Concessionaire shall also provide any other reports or documents to City within five business days after Concessionaire receives City's written requests, unless the parties agree in writing on a longer period of time. Documents relating to (i) the performance of services under this Agreement or (ii) testing of Gross Revenue calculations shall be retained by Concessionaire for a period of four years after the termination of the Initial Term of this Agreement and any applicable Option Term, in order to be available for audit by City or its designee.

25.02 City may require Concessionaire to submit reports in a format that is reasonably requested by the City and/or City's designated internal auditor. Concessionaire may seek approval of the City's Director by proposing a format in which information shall be provided to City.

25.03 Following notice to Concessionaire by City and during regular business hours at Concessionaire's on-site office, City reserves the right to conduct examinations of the books and records related to the Agreement with City (including such items as contracts, paper, correspondence, copy, books, accounts, billings and other information related to the performance of Concessionaire's services hereunder), but not including individual salary or non-billable expenses. City also reserves the right to perform any and all additional audits relating to Concessionaire's services, provided that such audits are related to those services performed by the Concessionaire for City. These examinations shall be conducted at the offices maintained by Concessionaire, if Concessionaire maintains an office in Bexar, County Texas; however, if Concessionaire does not maintain an office in Bexar County, then Concessionaire shall be responsible for delivering all such books and records related to this Agreement to City, or a place reasonably identified by City's Director.

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25.04 City's Audit: City or its authorized representative shall at all reasonable times without prior notice have the right to examine, inspect, and audit all books, papers, and bank records of Concessionaire as necessary to determine the accuracy of reports relative to the Gross Receipts of Concessionaire's operations under this Agreement. The cost and expenses incurred by City incident thereto shall be the sole responsibility of and borne by City. Such records shall without limitation include the records of all daily receipts and deposits, and all books, accounts, memoranda, and all or any other documents of Concessionaire and/or any Subcontractors performing under this Agreement indicating and substantiating the amount of any expenditures and receipts related to this Agreement, including all deposit slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting and industry practices, contain information bearing upon or relating to cost, income, gross sales, or subsidy. Such records shall be maintained by Concessionaire for a period of four years after the termination of the Initial Term of this Agreement and any applicable Option Term and shall be made available for inspection and/or audit by City or its agents at the Facility or at Concessionaire's facility. If such audit reveals an error in the calculation of the payments made by Concessionaire to City under this Agreement, Concessionaire shall pay City the amount due within 15 business days of Concessionaire's receipt of such report together with interest at the rate of 18% per annum on commissions due on unreported Gross Receipts (but in no event greater than the maximum legal rate allowed under applicable law) from the date payment should have been made until payment is received by City and the cost of the audit.

25.05 Concessionaire's Audit: An audit to review revenue, commissions paid to the City, sales taxes and other like items by an independent auditing firm approved by City must be submitted no later than 90 days after the end of each Agreement Year at Concessionaire's cost. A copy of all Audit Reports and Management Letters prepared as a result of such audit shall be provided to City. If such audit reveals an error in the calculation of the payments made by Concessionaire to City under this Agreement, Concessionaire shall pay City the amount due within 15 business days of Concessionaire's receipt of such report together with interest at the rate of 18% per annum on commissions due on unreported Gross Receipts (but in no event greater than the maximum legal rate allowed under applicable law) from the date payment should have been made until payment is received by City. If the auditor's report indicates a refund is due Concessionaire, Concessionaire shall notify City in writing within 30 days. City shall pay Concessionaire the amount due within 30 days of City's receipt of such notice, but it is expressly agreed that City shall pay no interest on such refund.

25.06 Any changes to audit intervals and record retention will be determined by City in its sole discretion.

25.07 Concessionaire shall take all precautions to ensure that all cash income received from any source and non-cash vouchers are immediately recorded and that designated reports are submitted as required under this Agreement. Concessionaire shall ensure that all expenditures are supported by appropriate vendor invoices. Concessionaire shall pay all proper bills and other expenses (other than those paid for by City) incurred in the normal course of providing services at the Facility.

25.08 Concessionaire shall also be subject to periodic, unannounced operating audits of the assigned service areas by City. Such audits may include, but not be limited to, a comprehensive review of:

- (a) Service quality, attentiveness, courteousness, etc.
- (b) Food quality, presentation, and merchandising
- (c) Sanitation practices and conditions, and Equipment maintenance
- (d) Personnel appearance
- (e) Training program techniques, schedules, and records
- (f) Safety conditions
- (g) Operational performance from a financial perspective
- (h) Recordkeeping and accountability
- (i) Insurance requirements

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- (j) SBEDA fulfillment
- (k) Other related operational requirements, conditions and/or practices

25.09 After the completion of such operating audit, Concessionaire shall be notified by the City's Director of conditions needing correction or improvement. Concessionaire shall promptly comply with any such notice.

ARTICLE XXVI. ADVERTISING AND GRAPHICS

26.01 Concessionaire shall not display any identifying logos and/or graphics within the Food Service or Merchandise Areas except (a) as may be on its employee identification badges or uniforms, or (b) as may be utilized in connection with the concession stands, carts, or kiosks, or (c) as may be affixed to Equipment, Smallwares or other products identifying the manufacturer of the product used by Concessionaire, or (d) as may be requested by a Licensee. Signs and other graphic materials that are used by Concessionaire must be approved in advance by City's Director. Concessionaire shall not place signage printed with commercial brand name identification at the Facility, or use such signage when providing services to patrons of the Facility or Licensees, except as otherwise provided in this Section.

26.02 Any use of logos and/or graphics of companies other than Concessionaire in connection with the performance of this Agreement, not in compliance with Section 26.01, is strictly prohibited.

ARTICLE XXVII. LABOR RELATIONS

27.01 Concessionaire shall be responsible for their own labor relations with any trade or union represented among Concessionaire's Employees and shall negotiate and be responsible for adjusting all disputes described above between itself and Concessionaire's Personnel, Concessionaire's Employees, or any union representing such employees. **Concessionaire shall ensure that in any agreement that Concessionaire has with any of its subcontractors that there be a similar provision whereby the Subcontractors will INDEMNIFY and HOLD CITY HARMLESS for any damages or losses including attorney's fees resulting from labor relation disputes.**

ARTICLE XXVIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM

28.01 City has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to City. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by City pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

28.02 Definitions

- (a) **Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

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- (b) **Certification or “Certified”** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.
- (c) **Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.
- (d) **Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Concessionaire to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the City as fraudulent if Concessionaire attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, Concessionaire shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and Concessionaire and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- (e) **Evaluation Preference** – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional

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Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Contractors or Respondents.

- (f) **Good Faith Efforts** – documentation of Concessionaire’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting Concessionaire’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for this Agreement; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by Concessionaire; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of Concessionaire’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.
- (g) **HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]
- (h) **Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.
- (i) **Individual** – an adult person that is of legal majority age.
- (j) **Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

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- (k) **Joint Venture** – a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.
- (l) **Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.
- (m) **M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.
- (n) **Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).
- (o) **Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:
 - (i) African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
 - (ii) Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
 - (iii) Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
 - (iv) Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.
- (p) **Originating Department** – City department or authorized representative of City which issues solicitations or for which a solicitation is issued.
- (q) **Payment** – dollars actually paid to Concessionaire and/or Subcontractors and vendors for City contracted goods and/or services.

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- (r) **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).
- (s) **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to Concessionaire.
- (t) **Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.
- (u) **Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by City. For purposes of this Agreement, Concessionaire is the Respondent.
- (v) **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.
- (w) **Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.
- (x) **San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which City's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).
- (y) **SBE Directory** - a listing of small businesses that have been certified for participation in City's SBE Program APIs.
- (z) **Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.
- (aa) **Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular

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industry(ies) and meets the Significant Business Presence requirements as defined herein.

- (bb) **Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of City that is primarily responsible for general oversight and administration of the S/M/WBE Program.
- (cc) **Small Business Office Manager** – the Assistant Director of the EDD of City that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.
- (dd) **Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.
- (ee) **Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between Concessionaire and its Subcontractors shall be submitted to City prior to execution of this Agreement and any contract modification agreement.
- (ff) **Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Concessionaire's and/or S/M/WBE firm's performance and payment under City contracts due to City's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.
- (gg) **Subcontractor/Supplier Utilization Plan** – a binding part of this Agreement which states Concessionaire's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this Agreement, and states the name, scope of work, and dollar value of work to be performed by each of Concessionaire's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this Agreement, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.
- (hh) **Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

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28.03 SBEDA Program Compliance – General Provisions

- (a) As Concessionaire acknowledges that the terms of City's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in City's SBEDA Policy & Procedure Manual are in furtherance of City's efforts at economic inclusion and, moreover, that such terms are part of Concessionaire's scope of work as referenced in City's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. Concessionaire voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this Agreement by City. Without limitation, Concessionaire further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:
- (i) Concessionaire shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Concessionaire's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
 - (ii) Concessionaire shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any City or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Concessionaire or its Subcontractors or suppliers;
 - (iii) Concessionaire shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
 - (iv) Concessionaire shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Concessionaire's Subcontractor / Supplier Utilization Plan for this Agreement, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Concessionaire to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Concessionaire of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

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- (v) Concessionaire shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with City, as well as any transfer or change in its ownership or business structure.
- (vi) Concessionaire shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this Agreement, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
- (vii) In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Concessionaire's Subcontractor / Supplier Utilization Plan, Concessionaire shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and Concessionaire and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- (viii) Concessionaire acknowledges that City will not execute this Agreement or issue a Notice to Proceed for this project until Concessionaire and each of its Subcontractors for this project have registered and/or maintained active status in City's Centralized Vendor Registration System, and Concessionaire has represented to City which primary commodity codes each registered Subcontractor will be performing under for this Agreement.

28.04

SBEDA Program Compliance – Affirmative Procurement Initiatives

- (a) City has applied the following contract-specific Affirmative Procurement Initiatives to this Agreement. Concessionaire hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:
 - (i) **M/WBE Joint Venture Program.** In accordance with SBEDA Ordinance Section III. D. 6. (c), this Agreement is being issued pursuant to the M/WBE Joint Venture Program. Therefore, the documentation that Concessionaire submitted with its proposal for this Agreement reflecting the name or names of the M/WBE Joint Venture partner(s) that will participate on the project; the percentage of prime contract dollars and the absolute dollar value of the services that will be provided by each M/WBE Joint Venture partner; and a description of the work that each M/WBE Joint Venture partner shall be responsible for performing under the terms of the Joint Venture agreement with Concessionaire is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, failure of Concessionaire to attain this agreed- upon level of M/WBE Joint Venture participation in performing a Commercially Useful Function under this Agreement shall be a material breach and grounds for termination of this Agreement with City, and may result in debarment from performing future City contracts, withholding of payment for retainage equal to the dollar amount of the underutilization of M/WBE Joint Venture participation, and/or shall be

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subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

- (ii) **SBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 5. (a), this Agreement is being awarded pursuant to the SBE Subcontracting Program. Concessionaire agrees to subcontract at least **thirteen percent (13%)** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).
- (b) **MWBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is being awarded pursuant to the M/WBE Subcontracting Program. Concessionaire agrees to subcontract at least **ten percent (10%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).
- (c) The Subcontractor / Supplier Utilization Plan that Concessionaire submitted to City with its response for this Agreement (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this Agreement), and that contains the names of the certified M/WBE Subcontractors to be used by Concessionaire on this Agreement, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE and M/WBE Subcontractor, and documentation including a description of each SBE and M/WBE Subcontractor's scope of work and confirmation of each SBE and M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached as Exhibit E and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Concessionaire to attain this subcontracting goal for SBE and M/WBE firm participation in the performance of a Commercially Useful Function under the terms of this Agreement shall be a material breach and grounds for termination of this Agreement, and may result in debarment from performing future City contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE and M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.
- (d) **Subcontracting Diversity:** City strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the SBE subcontracting goal of 13% and M/WBE subcontracting goal of 10% that have been established for this Agreement. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Professional Services industry, as reflected in the City's Centralized Vendor Registration system for the month of April 2015, African-American owned firms represent approximately 2.54% of available subcontractors, Hispanic-American firms represent approximately 7.44%, Asian-American firms represent approximately 0.64%, Native American firms represent approximately 0.00%, and Women-owned firms represent approximately 5.28% of available professional services subcontractors.

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- (a) As a condition of entering into this Agreement, Concessionaire represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Concessionaire shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Concessionaire's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Concessionaire shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to this Agreement.

28.06 Prompt Payment

- (a) Upon execution of this Agreement by Concessionaire, Concessionaire shall be required to submit to City accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that Concessionaire's reported subcontract participation is accurate. Concessionaire shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from City. In the event of Concessionaire's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Concessionaire, and no new City contracts shall be issued to Concessionaire until City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of this Agreement.

28.07 Violations, Sanctions and Penalties

- (a) In addition to the above terms, Concessionaire acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:
- (i) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
 - (ii) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing

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the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

- (iii) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
 - (iv) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
 - (v) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.
- (b) Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:
- (i) Suspension of this Agreement;
 - (ii) Withholding of funds;
 - (iii) Rescission of this Agreement based upon a material breach of contract pertaining to S/M/WBE Program compliance;
 - (iv) Refusal to accept a response or proposal; and
 - (v) Disqualification of Concessionaire or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

ARTICLE XXIX. NON-DISCRIMINATION

29.01 Non-Discrimination. As a party to this Agreement, Concessionaire understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

ARTICLE XXX. LICENSES AND PERMITS

30.01 Concessionaire and any Subcontractors involved in the operations, shall, at their own expense, procure and keep in force during the term of this Agreement, all permits and licenses required by law to provide services at the Facility, including all licenses and permits required for the sale of Alcoholic Beverages, permanent and temporary food establishment permits, mobile vending permits, and food handling certifications for staff, and provide copies of such permits and licenses to City. Concessionaire shall notify City of all health and sanitation inspections and provide copies of the reports to City.

30.02 It is understood that this Agreement is conditioned upon acquisition and maintenance of valid licenses to sell beer, wine and liquor by Concessionaire and each Subcontractor providing alcoholic beverages in connection with Food Service.

30.03 Nothing contained herein shall be construed as binding City to the issuance of any license or permit needed by Concessionaire or any Subcontractor to enable anyone to provide services hereunder.

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30.04 In the event of termination or expiration of this Agreement by either Party, and upon expiration hereof, it is mutually understood and specifically agreed that any and all permits or licenses issued to Concessionaire and Subcontractors by City for operations at the Facility shall be canceled without further notice or hearing.

30.05 In the event of termination or expiration of this Agreement, Concessionaire shall transfer Alcoholic Beverage license to succeeding Concessionaire, without cost, if allowed by law.

ARTICLE XXXI. CERTIFICATIONS

31.01 Concessionaire warrants and certifies that Concessionaire, Subcontractors and any other person designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

ARTICLE XXXII. RENOVATIONS AND SPATIAL MODIFICATIONS

32.01 If City determines that major renovations or remodeling are necessary to improve or increase services and/or operations under this Agreement, City will notify Concessionaire regarding such renovations or remodeling plans prior to implementation.

ARTICLE XXXIII. EQUIPMENT

33.01 Concessionaire shall provide and install all of the Capital Investment in Exhibit G, including the POS system, Smallwares, uniforms and commissary/transportation equipment. Subsequent changes, additions, or deletions to Exhibit G shall be in writing and approved by both City and Concessionaire. City shall retain ownership of all Capital Investment provided by Concessionaire under this Agreement. Concessionaire is obligated to make the full Capital Investment identified in Exhibit G. Should Concessionaire acquire any of the items listed in Exhibit G at a price lower than the price specified in Exhibit G, Concessionaire shall pay the difference to City, either in cash or in-kind, as determined solely by City.

33.02 Concessionaire shall provide an initial complement of Smallwares, including rolling stock, of sufficient quantity and quality to conduct operations in a first-class manner, including providing and maintaining a minimum par stock of 500 high-quality place settings and serveware for the Facility including Bar, Concessions, Suites and Restaurants.

33.03 City shall provide, install and permit Concessionaire to use the Equipment as specified in Exhibit F City's Food Service Equipment List, which is attached and incorporated into this Agreement. Subsequent changes, additions, or deletions to Exhibit F shall be in writing and approved by both City and Concessionaire. If it is determined by Concessionaire that such Equipment is no longer needed for the operations, Concessionaire will notify City, and with City's consent, not to be unreasonably withheld, Concessionaire may direct City to remove such Equipment. City shall retain ownership of all Equipment provided by City and Concessionaire under this Agreement, with the exception of any Concessionaire-owned and leased equipment brought on-site with City's approval or provided by purveyors. As requested by City, Concessionaire shall provide a list to City's Director of all Concessionaire-owned and leased equipment. Concessionaire shall replace Concessionaire-owned and leased equipment as City deems necessary. At intervals required by City, but not less than every two years, and upon termination or expiration of this Agreement, a joint inventory shall be taken by City and Concessionaire of all Equipment, POS, uniforms and Smallwares to determine what replacements and repairs are required. If any item is unaccounted for after such inventory, Concessionaire has 60 days from finalization of the inventory to produce missing Equipment or provide a written plan for replacement.

33.04 City reserves the exclusive right, privilege and responsibility of installing vending machines at the Facility. City shall receive all commissions resulting from the sale of vending machine

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items and shall hold all sales rights to said machines. However, City agrees to limit the number and character of installed vending machines to not directly compete with Concessionaire's rights under this Agreement. In no case shall Concessionaire install, rent or otherwise profit from sale of vending machine items without the written consent of City.

33.05 The cost of repairing or replacing Equipment damaged as a result of the acts or omissions of Concessionaire shall be paid by Concessionaire, and if such Equipment is unable to be repaired, Concessionaire will replace such Equipment with Equipment of equal value and quality at Concessionaire's expense and not as part of the 2% Fund provided for under Section 33.08.

33.06 Concessionaire is responsible for all maintenance and service agreements for the Equipment, including Concessionaire's Capital Investment. Equipment, which is supplied in good condition by City, shall be maintained by Concessionaire in the same condition, normal wear and tear excepted, at Concessionaire's expense. Concessionaire shall immediately notify City's Director of any Equipment failure that will adversely affect the operations or result in the spoilage of food, etc. Concessionaire shall send a notice to the City's Director when repairs and/or services are completed.

33.07 Concessionaire shall not remove any Equipment from the Facility without City's written approval.

33.08 Concessionaire shall establish and maintain a reserve account for Equipment repair and replacement, including Concessionaire's Capital Investment, in an amount equal to 2% of Gross Receipts. All expenditures from the reserve account shall only occur with the prior written approval of City. Any money left in the account at the end of the Agreement will belong to City.

33.09 As part of Concessionaire's Capital Investment in Exhibit G, Concessionaire shall provide and maintain a POS system with a minimum of 300 POS units for all permanent, temporary and portable POS in the Facility, as specified in Section 18.06. The system must manage all facets of the food service operation, including detailed reporting for City on all transactional data.

33.10 As part of Concessionaire's Capital Investment in Exhibit G, Concessionaire shall provide and maintain uniforms for all full-time and part-time staff, temporary staff, and not-for-profit group labor.

33.11 Concessionaire shall provide all of its office furniture, supplies, computers, etc. required for its offices at the Facility.

33.12 Concessionaire is responsible for all water softening Equipment and the associated costs of service for the Equipment.

33.13 Concessionaire shall provide all commissary/transportation Equipment and any other Equipment not otherwise provided for that they require to operate the Food Service provided under this Agreement in a first class manner.

33.14 Concessionaire is responsible for maintaining all the items set forth in Exhibit G in a good state of repair, including all maintenance, replacement or repair of such items necessary to satisfy the needs of the Facility. Should City determine that the repair or replacement of any such items is necessary, City shall provide notice to Concessionaire and Concessionaire shall replace such items within 30 days of such notice.

ARTICLE XXXIV. FACILITY

34.01 City shall be responsible for the following services with respect to the Facility:

- (a) Provide adequate ingress and egress, including reasonable use of the corridors, passageways, and loading platforms.

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- (b) Make such improvements and/or alterations to the assigned service areas as it may deem necessary in its sole discretion.
- (c) Maintain and repair the building structures in the assigned service areas, such as the maintenance of water, sewer (except for blockage caused by Concessionaire) and electrical lines, ventilation and air conditioning lines and systems, repair of electrical lighting fixtures, (including re-lamping); heating systems; floor coverings, wall and ceilings. Concessionaire, however, shall bear the expense of repairs resulting from the acts or omissions of Concessionaire, and its vendors, agents and subcontractors, or as otherwise provided herein.
- (d) Provide, at no charge to Concessionaire, such HVAC, electricity, gas, water and sewer service that may be reasonably required for the efficient operation of the Food Service. Concessionaire shall utilize prudent energy management at all times.
- (e) Provide sanitary toilet facilities for Concessionaire's employees in Concessionaire's assigned areas.
- (f) Provide cleaning services in all areas of the Facility, excluding the assigned service areas.
- (g) Provide office space for Concessionaire's Food and Beverage Manager and for administrative activities such as purchasing, invoice reconciliation, storage and payroll.
- (h) Provide periodic major repair of floors, carpets, ceilings, walls, windows, light fixtures, draperies, blinds and vents in the assigned service areas.

34.02 Concessionaire shall maintain sanitary sewer lines within all assigned service areas to the satisfaction of City and shall be responsible for all floor and grease trap cleaning. Concessionaire shall take all precautionary measures to ensure that grease is not disposed of in sinks and floor drains. Concessionaire shall be responsible for clearing all blockages to sewer lines at the Facility caused by Concessionaire. The cost to repair or replace any utility service or lines due to Concessionaire's negligence shall be the Concessionaire's expense. City will invoice Concessionaire for repairs at market rates if City makes such repairs.

34.03 Concessionaire shall maintain the Facility in good working condition, normal wear and tear excepted. Any damages to the Facility caused by Concessionaire or any employee, agent, invitee or subcontractor of Concessionaire shall be the sole responsibility of Concessionaire. City may require the use of City or City-contracted maintenance staff for any necessary repairs to the Facility, if it is in City's best interest.

ARTICLE XXXV. CITY'S ACCESS TO AND USE OF FACILITY

35.01 City shall have the right to use all areas of the Facility for non-food service events at any time, unless such spaces have been previously committed for use in connection with Food Service under this Agreement.

ARTICLE XXXVI. TERMINATION

36.01 In the event Concessionaire defaults or fails to observe any of the terms and conditions of this Agreement, City shall have the right to do the following:

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- (a) Give Concessionaire notice of the default, specifying the corrective action and providing a 30 day time period within which corrective action must be taken to avoid termination of this Agreement by City (if such default cannot be reasonably cured within 30 days, such longer period of time as is reasonably needed to accomplish such corrective action may be requested of City's Director); and
- (b) If the Concessionaire has failed to complete such corrective action within the stated time period, and if City intends to terminate this Agreement for cause, then City must give Concessionaire at least 30 day's prior written notice of such intention. Thirty days thereafter, this Agreement and City's obligations and duties hereunder will end, regardless of any corrective action by the Concessionaire.

Termination of this Agreement shall not relieve any Party of any responsibility for losses and damages to the other resulting from a default.

36.02 Upon the effective date of termination of this Agreement, Concessionaire shall relinquish occupancy of the assigned service areas to City. Concessionaire shall return all areas of the Facility, Equipment, Smallwares, POS System and items furnished by City and Concessionaire in good working condition.

- (a) A joint inventory shall be immediately undertaken to establish the existence and condition of all Equipment, POS, uniforms and Smallwares.
- (b) A walk-through of the assigned service areas shall also be taken to inventory its condition at that time.

36.03 If, within 30 days of termination of this Agreement, City determines that any part of the assigned service areas and/or Equipment are damaged by Concessionaire, and that such condition was not evident in the final inventory or walk-through as described in Sections 36.02(a) and 36.02(b), City reserves the right to have Concessionaire pay for repairs to said damaged areas and/or Equipment. This clause shall survive the expiration of this Agreement.

36.04 Concessionaire shall be responsible for all direct losses and damages to City, including but not limited to, the assigned service areas, resulting directly from Concessionaire's default, failure to observe the terms and conditions of this Agreement, or from Concessionaire's negligence.

36.05 At the termination of this Agreement, for any reason, City will purchase or cause to be purchased Concessionaire's approved investment at then book value. Concessionaire will amortize their investment as follows and will ensure that there is no book value of such investment at the natural end of the term of the Agreement:

- (a) Uniforms and Smallwares – 36 months, straight line method
- (b) POS System – 120 months, straight line method
- (c) Investment provided to City under Section 4.01 – 180 months, straight line method

36.06 At the termination of Concessionaire's Agreement, Concessionaire will assign all Food Service contracts for events that are scheduled to occur after the effective date of termination, to the succeeding Concessionaire and transfer all deposits held for those functions to the succeeding Concessionaire.

ARTICLE XXXVII. INDEPENDENT CONTRACTOR

37.01 Concessionaire covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Concessionaire

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under this contract and that Concessionaire has no authority to bind City. The doctrine of *respondeat superior* shall not apply as between City and Concessionaire.

ARTICLE XXXVIII. CONFLICT OF INTEREST

38.01 Concessionaire 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 Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the 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: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns 10% or more of the voting stock or shares of the business entity, or 10% or more of the fair market value of the business entity; 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.

38.02 Pursuant to the subsection above, Concessionaire warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Concessionaire further warrants and certifies that it has tendered to City a Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XXXIX. ASSIGNMENT AND SUBCONTRACTING

39.01 Concessionaire shall supply all qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Concessionaire. Concessionaire, its employees or its subcontractors shall perform all necessary work. In addition to definition of Subcontractors in Article XXVIII, subcontractors shall also include City-approved food and beverage operator(s) working for Concessionaire under this Agreement at the direction of the City, which provide their own product and personnel to serve customers of the Facility. The two definitions may be inclusive or mutually exclusive, depending on the circumstances ("subcontractors").

39.02 Concessionaire may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer or any other means, without the prior written consent of City. As a condition of such consent, if such consent is granted, Concessionaire shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Concessionaire, assignee, transferee or subcontractor.

39.03 Any attempt to transfer, pledge or otherwise assign this Agreement without said approval, shall be void *ab initio* and shall confer no rights upon any third person. Should Concessionaire assign, transfer, convey, delegate or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Concessionaire shall thereupon cease and terminate, in accordance with Article XXXVI Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Concessionaire shall in no event release Concessionaire from any obligation under the terms of this Agreement, nor shall it relieve or release Concessionaire from the payment of any damages to City, which City sustains as a result of such violation.

39.04 Any work or services provided by Concessionaire's subcontractors shall be subcontracted only by written contract, agreement, purchase order, invoice or the like, and unless specific waiver is granted in writing by City, shall be subject by its terms to the applicable business terms of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Concessionaire. City shall in no event be obligated to any third party, including any subcontractor of Concessionaire, for performance of services or payment of fees.

ARTICLE XL. LAW APPLICABLE

THIS IS A DRAFT CONTRACT. A FINAL CONTRACT WILL BE NEGOTIATED BETWEEN THE CITY AND SELECTED RESPONDENT.

40.01 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

ARTICLE XLI. VENUE

41.01 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

ARTICLE XLII. AMENDMENTS

42.01 Except where the terms of this Agreement expressly provide otherwise, any amendment to this Agreement shall not be binding on the Parties unless such amendment be in writing, executed by both City and Concessionaire and dated subsequent to the date hereof, and subject to City Council approval, if required.

ARTICLE XLIII. SEVERABILITY

43.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

ARTICLE XLIV. COMPLIANCE

44.01 Concessionaire shall provide and perform all services under this Agreement in compliance with all applicable federal, state, local laws, rules and regulations, including City permitting requirements.

ARTICLE XLV. ACTS OF GOD

45.01 If the Facility or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the Facility for the purposes and during the periods specified in this Agreement, or if the use of the Facility by Concessionaire shall be prevented by an act of God, strike lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of City, then, notwithstanding any other remedies available to City under this Agreement, this Agreement shall terminate. City shall not be liable or responsible to Concessionaire for any damages caused thereby and Concessionaire hereby waives any claims against City for damages by reason of such termination.

ARTICLE XLVI. NON-WAIVER OF PERFORMANCE

46.01 Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless

THIS IS A DRAFT CONTRACT. A FINAL CONTRACT WILL BE NEGOTIATED BETWEEN THE CITY AND SELECTED RESPONDENT.

expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

ARTICLE XLVII. NOTICE

47.01 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or UPS) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Director
Convention and Sports Facilities Department
P.O. Box 1809
San Antonio, TX 78296-1809

If intended for Concessionaire, to:

ARTICLE XLVIII. INTELLECTUAL PROPERTY

48.01 Concessionaire agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of trademarked or copyrighted materials used during the term of the Agreement complies with United States and any other applicable trademark and copyright law.

48.02 **Concessionaire agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, at its own expense, City, its officials, agents and employees from any and all liability arising from trademark or copyright infringement and/or consequential damages that others may suffer as a result of the use by Concessionaire or its designee of copyrighted materials during the term of this Agreement.**

ARTICLE XLIX. LEGAL AUTHORITY

49.01 The signer of this Agreement for Concessionaire represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Concessionaire and to bind Concessionaire to all of the terms, conditions, provisions and obligations herein contained.

ARTICLE L. PARTIES BOUND

50.01 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

ARTICLE LI. CAPTIONS

51.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

THIS IS A DRAFT CONTRACT. A FINAL CONTRACT WILL BE NEGOTIATED BETWEEN THE CITY AND SELECTED RESPONDENT.

ARTICLE LII. EXHIBITS

52.01 The Exhibits listed below are an essential part of the Agreement and it governs the rights and duties of the parties. Any conflict between this Agreement and the Exhibit shall be resolved in favor of this Agreement.

- (a) Exhibit A: City's Request for Proposal
- (b) Exhibit B: _____ Articles of Incorporation and Joint Venture Agreement
- (c) Exhibit C: Concessionaire's Food Service Implementation Plan
- (d) Exhibit D: Concessionaire's Management Staffing
- (e) Exhibit E: Concessionaire's Subcontractor / Supplier Utilization Plan
- (f) Exhibit F: City's Food Service Equipment List
- (g) Exhibit G: Concessionaire's Capital Investment List

ARTICLE LIII. ENTIRE AGREEMENT

53.01 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with Article XLVII Notice.

WITNESS OUR HANDS, EFFECTIVE as of _____, 201_:

Accepted and executed in _____ originals on behalf of the City of San Antonio pursuant to City Ordinance Number 201_-_-_, dated _____, 201_, and Concessionaire pursuant to the authority of its _____.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

_____ by and through its _____

By: _____

Sheryl L. Sculley
City Manager

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Also, check one:

Other

If checked, check one:

For-Profit

Nonprofit

Domestic

Foreign

If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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, that Respondent has provided Catering and Concession services preferably from Municipalities to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés with client references of three proposed full-time Food and Beverage Managers and one proposed candidate for all other management positions for services that Respondent proposes to perform and Respondent's salaries and bonus programs for each key position assigned to the account. The Respondent must have their choice of the Food and Beverage Manager at any oral presentation required by City. The Food and Beverage Manager candidate may be interviewed privately prior to the Respondent's presentation.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.
3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope, including without limitation all of the on-site staff as well as the regional supervision.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
8. List of corporate officers and their experience in the industry.
9. List of Clients: A list of other clients similar to the Facility that the Respondent serves or has served in the past five (5) years. Please provide detailed information, e.g. name, address, and telephone number of the Client, length of time, size of Client, number and type of events, annual sales and attendance. Indicate what services are provided (i.e. Catering, Concessions, Restaurants, Merchandise).
10. Organization and Operation of the Respondent: Provide a narrative description and organizational chart, outlining the proposed on-site management, method of operation, operational structure, and support services to be provided by the Respondent's corporate or main office, including details of transitional plan to become operational at the Facility including hiring of key employees, coordination of product supply, procedure/policy development, etc.
11. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
12. Brochures. Include brochures and other relevant information about Respondent you wish the City to consider in its selection.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Describe the proposed plan to conduct operations in a first class manner at the Facility.

1. Quality Control: Because the highest level of culinary quality and service is imperative for this Facility to be successful in its marketplace, the Respondent must have food operation and sanitation management that complies with City's inspections and requirements. Past food establishment inspections for the Facility may be obtained on the City's website. The Respondent must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality. At a minimum, the Respondent must maintain an 85% favorable rating or better in the aggregate on all customer surveys, focus groups or other testing methods used by an independent third party, exclusive of pricing. Failure on the part of the Respondent to reach that City-approved level of customer satisfaction will allow City to terminate the Agreement.
2. Key Performance Indicators: Provide detailed and specific key performance indicators that you will be evaluated by during the agreement. Include samples of such performance criteria from other venues, including without limitation: Client exit interviews of customers, concessionaire surveys, secret shopper services, internal audits, customer focus groups, standard transaction time performance standards, employee training standards etc.
3. Proposed Menus: Provide proposed menus for all food service in the Facility, showing portion sizes and proposed selling prices in 2015 dollars. Include Alcoholic Beverages, Concessions, Catering, Restaurants and Suites. All Catering and Restaurant prices must include the cost of linen, china and flatware. Pricing must be competitive with similar facilities in the region.
4. Branded, Local and Subcontracted Products Plan: Describe how Branded Products, whether local or national, and local Subcontractors should be handled and how they will impact sales and profits. Detail other facilities where the Respondent uses Branded Products and/or local Subcontractors and any unique financial arrangements with these Brands and Subcontractors. Detail how Respondent will attract more local brands.
5. Food Service Spaces Plan: Describe Respondent's plan for improving the physical facilities including improved stand graphics and digital menu boards. Renderings or brochures of proposed Respondent areas, menu boards, portable carts and uniforms may be submitted, but are not required. Respondents should utilize this section to describe any plans, comments or recommendations regarding **RFP Exhibit 7 Concessions Renovations** and/or to provide additional detail regarding **RFP Attachment D Compensation and Investment**.
6. Technology Plan: The Respondent shall indicate how they will utilize technology to improve service and quality of their operations, including in-seat ordering services.
7. Organizational Plan: An organizational chart showing all full-time and hourly positions including not-for-profit volunteer groups. Include details of all salaries, bonus, benefits, insurance, vacation, and sick-leave programs for which the full-time and hourly staff are eligible. Include a copy of the employee training manual, employee handbook, and drug-use policy.
8. Staffing Plan: Provide guidelines for each job; e.g., 1 concession server per 75 attendees, 1 bartender per 50 guests, 1 server per 100 customers, etc. Indicate proposed pay scales and gratuity allocation for all hourly employees.
9. Training Program Plan: Describe all of the Respondent's available training programs including the Respondents' current Alcohol Management and Customer Service Training Programs that are regularly used at other accounts. Indicate the proposed Food and Beverage Manager's experience in

administering these training programs. Indicate the number of hours and course content required of all employees and group workers prior to working events and during the course of each year. Please include measurable results of your training program. Training program should include on-going training of concession stand employees using the digital menu boards prior to every event.

10. Event Information Recaps: Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to City during the term of this Agreement. Include forms from computerized cash registers.
11. Maintenance Plan: Describe plan to ensure maintenance of all food service equipment throughout term of the contract.
12. Marketing Plan: Describe the plan to market the Suites, Restaurant and Club areas at the Facility, including the specific employees (job titles) that will be responsible for aggressively marketing and serving the catering services at the Facility and detail the budget they will be provided for such marketing.
13. Service Plan: Describe plan to maintain the current high quality of suite and catering services provided at the Facility. Also include plan for increased sales to in-seat customers including hawkers in the entire bowl and in-seat servers on the club level. This should include:
 - a. describing the plan to increase speed of service to customers.
 - b. recommending upgrades to the digital menu boards, graphics and décor of the food service spaces.
 - c. recommending plan and equipment needed to service events for over 10,000 people on the plaza exterior space of the Facility, which is used for pre-function space for Facility events such as a Fan Fest.
14. Additional Information: Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PROJECTED SALES

03/01/16 - 02/28/17		Attendance		Concessions and Bar Sales			Catering & Restaurant Sales		
Event Type	Event Days	Avg.	Total	Attend.	Per Cap	Sales	Attend.	Per Cap	Sales
Concerts	6	11,532	69,189	69,189	\$	\$	360	\$	\$
UTSA Football	7	16,221	113,550	113,550	\$	\$	600	\$	\$
Graduations	27	7,111	192,000	192,000	\$	\$			
Alamo Bowl	1	65,277	65,277	65,277	\$	\$	250	\$	\$
Other Sports	17	15,953	271,208	271,208	\$	\$	1,500	\$	\$
Entertainment/Family Shows	11	10,591	116,500	116,500	\$	\$	200	\$	\$
Conventions	3	6,210	18,630	18,630	\$	\$			
Marathons/Races	3	11,667	35,000	35,000	\$	\$			
Band/Cheer Competitions	8	9,632	77,057	77,057	\$	\$			
Trade Shows	10	5,172	51,724	51,724	\$	\$			
Misc Events	11								
Total	104		1,010,135	1,010,135	\$	\$	2,910	\$	\$

03/01/16 - 02/28/17	Suite Sales			Subcontractor Sales		
Event Type	Attend.	Per Cap	Sales	Attend.	Per Cap	Sales
Concerts	1,030	\$	\$	69,189	\$	\$
UTSA Football	4,960	\$	\$	113,550	\$	\$
Graduations				192,000	\$	\$
Alamo Bowl	1,100	\$	\$	65,277	\$	\$
Other Sports	4,469	\$	\$	271,208	\$	\$
Entertainment/Family Shows	400	\$	\$	116,500	\$	\$
Conventions				18,630	\$	\$
Marathons/Races				35,000	\$	\$
Band/Cheer Competitions				77,057	\$	\$
Trade Shows				51,724	\$	\$
Misc Events						
Total	11,959	\$	\$	1,010,135	\$	\$

03/01/16 - 02/28/17	Merchandise Sales			Total Sales	
Event Type	Attend.	Per Cap	Sales	Per Cap	Sales
Concerts	69,189	\$	\$	\$	\$
UTSA Football				\$	\$
Graduations				\$	\$
Alamo Bowl	65,277	\$	\$	\$	\$
Other Sports	271,208	\$	\$	\$	\$
Entertainment/Family Shows	116,500	\$	\$	\$	\$
Conventions				\$	\$
Marathons/Races				\$	\$
Band/Cheer Competitions	77,057	\$	\$	\$	\$
Trade Shows				\$	\$
Misc Events					
Total	599,231	\$	\$	\$	\$

Round off all dollar amounts to nearest dollar.

RFP Exhibit 10 Historic and Projected Events and Attendance and RFP Exhibit 12 Historic Sales and Commissions is provided for prospective Respondents reference in developing these projected sales.

RFP ATTACHMENT C
MANAGEMENT STAFFING

Position	Salary	Eligible Bonus
Food & Beverage Manager	\$	
Assistant Food & Beverage Manager	\$	
Catering Sales Manager	\$	
Catering Services Manager	\$	
Premium Manager	\$	
Concessions Manager	\$	
Warehouse Manager	\$	
Executive Chef	\$	
Controller/Office Manager	\$	
Human Resources & Training Manager	\$	

Add Any Additional Staff Required

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

2016 Totals

Projected Annual Increase

\$
%

Respondents can include salary ranges to protect proprietary information and privacy of employees as long as the salary ranges are indexed for San Antonio and this account, and there are no more than 15% variances between the midpoints and the minimums and maximums of the salary ranges.

The City requires respondents to propose all of the minimum staffing indicated. Respondents may propose additional positions under "Add Any Additional Staff Required".

RFP ATTACHMENT D
COMPENSATION AND INVESTMENT

COMPENSATION

Category	Amount or Percentage of Gross Revenue
One-Time Payment	\$1,600,000
Concessions & Bar Sales Commission	____%
Catering Sales Commission (including Restaurant Sales, Ancillary Services, & Service Charges)	____%
Suite Sales Commission	____%
Subcontractor Sales Commission	____%
Major Event Bonus Commission (above standard Commission)	____%
Merchandise Sales Commission	3% Management Fee

CAPITAL INVESTMENT

Must include, at a minimum, the investment required in **RFP Exhibit 9 Investment and Operating Costs**. Selected Respondent will be responsible for the total monetary value of this capital investment. Selected Respondent shall pay City the difference between their total actual equipment costs and the total monetary value. At City's option, the selected Respondent shall pay this difference to City in-kind, in cash, or use the difference for other mutually beneficial purposes, including additional or replacement equipment or renovations.

AREA		AMOUNT
Catering	Millwork/Stainless Steel/Counters/Cabinetry	\$
	Leasehold Improvements	\$
	Equipment	\$
	Smallwares	\$
	Rolling Stock/Portables	\$
	Subtotal	\$
Commissary/ Kitchen/ Offices	Millwork/Stainless Steel/Counters/Cabinetry	\$
	Leasehold Improvements	\$
	Equipment	\$
	Smallwares	\$
	Rolling Stock/Portables	\$
	Subtotal	\$
Concessions/ Vending	Millwork/Stainless Steel/Counters/Cabinetry	\$
	Leasehold Improvements	\$
	Equipment	\$
	Smallwares	\$
	Portables	\$
	Subtotal	\$
Restaurants	Millwork/Stainless Steel/Counters/Cabinetry	\$
	Leasehold Improvements	\$
	Equipment	\$
	Smallwares	\$
	Place Settings	\$
	Portables	\$
Subtotal	\$	
Suites	Leasehold Improvements	\$
	Equipment	\$
	Smallwares	\$
	Portables	\$
	Subtotal	\$
Miscellaneous	POS System	\$
	Transportation Equipment	\$
	Uniforms	\$
	Final Utility Connections	\$
	Design and Engineering Fees	\$
	Contingency	\$
	Freight and Installation	\$
	Subtotal	\$
TOTAL CAPITAL INVESTMENT		\$

RFP ATTACHMENT E
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/efoms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the 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 F
LITIGATION DISCLOSURE FORM

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.

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 ___

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 ___

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 G

SBEDA FORM(S)



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Catering and Concessions for the Alamodome*

RESPONDENT NAME:

SOLICITATION API: *M/WBE Joint Venture Program AND Small Business Enterprise (SBE) Subcontracting & Minority/Woman Enterprise (M/WBE) Subcontracting Programs*

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a **thirteen percent (13%)** SBE subcontracting goal AND a **ten percent (10%)** M/WBE subcontracting goal. Self-performance by Small, Minority and/or Woman Business Enterprises (S/M/WBE) prime respondents does not count toward these subcontracting goals. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and M/WBE subcontracting goals shall render its response NON-RESPONSIVE. **To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE; thus, participation of a qualifying M/WBE subcontractor will also count toward meeting an SBE subcontracting goal. Commitment to meet subcontracting requirements must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier**.**

Respondents should review the "SBEDA Ordinance Compliance Provisions" section of the solicitation for details regarding Minority/Woman Business Enterprise (M/WBE) Joint Venture.

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency **and** be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals and to receive the preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors. For further clarification, please contact Irene Maldonado at (210) 207-8124.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	\$	%		
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: _____ **Sign:** _____ **Title:** _____
Date: _____

FOR CITY USE

Action Taken: Approved _____ Denied _____

**ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT**

RFP ATTACHMENT H
JOINT VENTURE INFORMATION FORM

**City of San Antonio
Joint Venture Information Form**

This form must be completed if responding to this solicitation as a joint venture for purposes of the Local Preference Program (LPP), Veteran Owned Small Business (VOSB) and/or SBEDA Joint Venture Programs. All information requested by this document must be answered in the spaces provided; do not simply indicate "Refer to Joint Venture Agreement". If additional space is required, additional sheets may be attached.

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each business entity that makes up the joint venture. For each, state the following:

Name of Firm: _____
Address: _____
Phone: _____
Whether the business entity is a (1) SBE/MBE/WBE; (2) Veteran Owned Small Business (VOSB); or (3) City Business (LPP): _____
Contact person for matters concerning S/M/WBE, VOSB, LPP compliance: _____

Percentage of Ownership in the Joint Venture: _____

Name of Firm: _____
Address: _____
Phone: _____
Whether the business entity is a (1) SBE/MBE/WBE; (2) Veteran Owned Small Business (VOSB); or (3) City Business (LPP): _____
Contact person for matters concerning S/M/WBE, VOSB, LPP compliance: _____

Percentage of Ownership in the Joint Venture: _____

Name of Firm: _____
Address: _____
Phone: _____
Whether the business entity is a (1) SBE/MBE/WBE; (2) Veteran Owned Small Business (VOSB); or (3) City Business (LPP): _____
Contact person for matters concerning S/M/WBE, VOSB, LPP compliance: _____

Percentage of Ownership in the Joint Venture: _____

III. Describe the role(s) of each business entity that comprises the joint venture: _____

IV. **Attach an executed copy of the joint venture agreement to your proposal.** In order to demonstrate each venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to:

- A. the initial capital investment of each joint venture partner;
- B. the proportional allocation of profits and losses to each joint venture partner;
- C. the sharing of the right to control the ownership and management of the joint venture;
- D. actual participation of the joint venture partners on the project;
- E. the method of, and responsibility for, accounting;
- F. the method by which disputes are resolved; and
- G. responsibilities for insurance coverage.

V. For each S/M/WBE, VOSB, and City Business, specify the percentages for each of the following (provide narrative descriptions and other detail as applicable):

A. Profit and loss sharing: _____

B. Capital contributions: _____

(1) Dollar amounts of initial contribution: _____

(2) Dollar amounts of anticipated on-going contributions: _____

C. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

D. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

E. Provide copies of all written agreements between venturers concerning this project.

VI. Control of and Participation in the Joint Venture - Identify (by name and firm) those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority, such as dollar limits and co-signatory requirements.

A. Joint venture check signing: _____

B. Authority to enter into contracts on behalf of the joint venture: _____

C. Signing, co-signing and/or collateralizing loans: _____

D. Acquisition of lines of credit: _____

E. Acquisition and indemnification of payment and performance bonds: _____

F. Negotiating and signing labor agreements: _____

G. Management of contract performance. (Identify by name and firm only): _____

(1) Supervision of field operations: _____

(2) Major purchases: _____

(3) Estimating: _____

(4) Engineering (if applicable): _____

(5) Delivery of Scope of Work – Please complete the table below, indicating the percentage of each element of work to be performed by each joint venture member. A separate table may be developed if additional space is necessary, however it must include all rows, columns and information requested in table below. *See sample table provided on the last page of this document.*

Scope of Work	Joint Venture Members			Work Element Subtotals
	Member 1	Member 2	Member 3	
Work Element A				
Work Element B				
Work Element C				
Work Element D				
Member Subtotals				

This cell must equal 100%

VII. Financial Controls of Joint Venture

- A. Which firm and/or individual will be responsible for keeping the books of account? _____

- B. Identify the managing partner, if any, and describe the means and measure of their compensation: _____

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project? _____

VIII. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-S/M/WBE firm, the S/M/WBE firm, the VOSB firm, the City Business or the joint venture.

Trade	Non-S/MBE/WBE Firm (Number)	S/MBE/WBE Firm (Number)	VOSB Firm (Number)	City Business (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by any of the business entities making up the joint venture? _____ If so, indicate which business entity (name) and the number of personnel:

Number currently employed by: Non-S/M/WBE venturer(s) _____
S/M/WBE venturer(s) _____ VOSB venturer(s) _____ City Business(es) _____

- B. Identify (by name and firm) the individual who will be responsible for hiring joint venture employees: _____

- C. Which venturer will be responsible for the preparation of joint venture payrolls: _____

IX. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. The undersigned affirms that a duly executed joint venture agreement reflective of the information herein provided exists among the undersigned and that this agreement will be provided to the City, upon request. Further, the undersigned agree to provide the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the site visits, audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City. Any material misrepresentation will be grounds for rejecting our proposal, terminating any contract which may be awarded, grounds for debarment, and for initiating action under federal or state laws concerning false statements.

Note: If, after submitting this form, and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of San Antonio.

If the joint venture consists of more than one VOSB, S/M/WBE, City Business, and/or non S/M/WBE partner entity, additional signature pages should be submitted. In the space provided, indicate the name of the business entity joining the Joint Venture.

_____	_____	_____
Business Entity	Business Entity	Business Entity
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Printed Name	Printed Name	Printed Name
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date

Item IV. Section G. (5)

SAMPLE Scope of Work Distribution Table (For example purposes ONLY)

Scope of Work	Joint Venture Members		
	ABC Corp.	XYZ Corp.	<i>Work Element Subtotals</i>
Food & Beverage Catering (All suites and Hall of Fame Club)	20%	0%	20%
Operate All Permanent Concession Stands	5%	45%	50%
Operate Portable Concession Stands	10%	5%	15%
Operate Hawking Program, and Merchandise Sales	0%	15%	15%
<i>Member Subtotals</i>	35%	65%	100%

RFP ATTACHMENT I

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Title

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

RFP ATTACHMENT J

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Certification. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Preference. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

Tracking. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

Exclusions. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE **SECTION 3** OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 2 AND 3** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: _____

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

Title

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

RFP ATTACHMENT K

SIGNATURE PAGE

Respondent, and co-Respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at:

<http://www.sanantonio.gov/purchasing/>

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

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 Exhibits 2 & 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.

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.

Respondent agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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.

(S) he is authorized to submit this proposal on behalf of the entity.

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.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Firm Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

RFP ATTACHMENT L

EXCEPTIONS TO RFP

Prepare and submit any exceptions to the terms and conditions of the RFP. If there are no exceptions, include attachment containing the following statement, "Respondent has no exceptions to the City's RFP terms and conditions."

RFP ATTACHMENT M
PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
RFP Attachment A, Part One – General Information and References	
RFP Attachment A, Part Two – Experience, Background & Qualifications	
RFP Attachment A, Part Three – Proposed Plan	
RFP Attachment B – Projected Sales	
RFP Attachment C – Management Staffing	
RFP Attachment D – Compensation and Investment	
RFP Attachment E – Contracts Disclosure Form(s)	
RFP Attachment F – Litigation Disclosure Form(s)	
* RFP Attachment G – SBEDA Form(s) and Associated Certificates, if applicable	
* RFP Attachment H – Joint Venture Information Form	
RFP Attachment I – Local Preference Program Identification Form	
RFP Attachment J – Veteran-Owned Small Business (VOSB) Preference Program Identification Form	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFP Exhibit 2)	
• Insurance Provider’s Letter	
• Copy of Current Certificate of Insurance	
Financial Information (provide on CD only)	
* RFP Attachment K – Signature Page	
RFP Attachment L – Exceptions to RFP	
RFP Attachment M – Proposal Checklist	
• 1 original	
• 13 copies	
• 1 CD of entire proposal in PDF format	

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