

CITY OF SAN ANTONIO

Department of Aviation



REQUEST FOR PROPOSAL ("RFP")

for

Terminal A Food & Beverage Prime Concessionaire RFP-012-032-MA

Release Date: Sunday, March 11, 2012
Proposals Due: Friday, May 18, 2012 at 11:00 a.m.

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:

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; and
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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[a] Will be issued with Addendum 1 [b] Posted as separate document.

I. BACKGROUND

Through this Request for Proposal (“RFP”), the City of San Antonio, Department of Aviation (“City”) invites the submission of proposals from experienced and qualified firms to provide food and beverage concessions in Terminal A at the San Antonio International Airport (“SAT” or “Airport”). Using a Prime Concessionaire model, the City intends to award one respondent the rights to approximately 9,894 square feet to lease, operate, manage and/or sublease food and beverage concessions.

To be successful, the Selected Respondent will be required to demonstrate substantial experience operating as a Prime Concessionaire in an airport environment. In addition, the Selected Respondent will demonstrate having adequate access to capital resources to successfully build out and staff the business.

The City is currently initiating two major improvement projects at Terminal A. One project will involve improvements and upgrades to the information technology infrastructure. This \$5.4 million project is scheduled to begin in mid-spring 2012. The other project involves enhancements to the building finishes and upgrades to some critical infrastructure. Improvements will be made to the floors, walls, ceilings and other surfaces in the Terminal Ticketing, Baggage Claim, Gate and Concourse areas. Specifically, Terminal A will receive new terrazzo tile for the hallways and floors, walls will be resurfaced with tile, and ceilings painted and new furnishings. The gates and holdrooms will also have walls resurfaced, ceilings painted and new furnishings purchased as well as receive new carpet. Restrooms will be demolished and rebuilt with new fixtures and finishes. There will be new elevators and escalators and upgraded lighting. Infrastructure changes will include replaced HVAC units, extended sprinkler and fire protection systems, improved plumbing systems, and other essential and code required modifications. New signage and wayfinding devices will be added along with other furnishings, fixtures, and equipment. This \$30 million project is being designed and construction is expected to begin during the late summer or early fall of 2012. The projects will have duration of approximately 18 months each and will be undertaken simultaneously. It will be critical for the construction period of the concession program to be closely coordinated with these capital projects. Selected Respondent will be kept informed during regular concession meetings.

Concession Program Goals

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

For this RFP, Respondents are required to include the following in their proposal:

- The City desires a mix of national and local concepts in its concession program. In order to encourage more local concepts, the Selected Respondent will be required to include at least two local concepts in their proposal.
- To encourage broad participation in the concession program at the Airport, the Selected Respondent will be required to subcontract at least two of the locations. The

two required subcontracts should be with two individual operators and must represent economically feasible opportunities for each subcontractor. In addition, Respondents may also propose subcontracting of other locations.

- An ACDBE goal of 31% has been established.

A. Airport Information

1. Overview

Owned and operated by the City, SAT serves over 8 million passengers annually, including airport employees and visitors. The Department of Aviation strives to run a safe and efficient Airport System while reflecting the unique, friendly character of San Antonio. Currently SAT is comprised of two terminals. Terminal A is a 400,500 square foot terminal building featuring 16 passenger loading gates; Terminal B consists of a 240,700 square foot terminal building featuring 8 passenger loading gates.

The following 12 scheduled passenger airlines currently operate from SAT and provide direct service to more than 70 cities within domestic and international markets including Mexico:

Terminal A	Terminal B
<ul style="list-style-type: none"> • Aeromexico • Delta • Frontier^[a] • InterJet • Southwest/AirTran^[b] • United^[c] • US Airways • Viva Aerobus 	<ul style="list-style-type: none"> • American • United^[c]

^[a] Frontier will discontinue service in May 2012

^[b] Southwest will begin service to Mexico by summer 2012

^[c] United is expected to relocate from Terminal A to Terminal B by summer 2012. Continental has been operating in Terminal B. As of March 3, 2012, all flights are operating as United.

The Federal Aviation Administration (FAA) classifies SAT as a medium hub airport. The airlines operate over 133 daily scheduled departures to 30 non-stop destinations. In 2011, there were over 4 million enplanements at SAT, including approximately 88,000 international enplanements to Mexico cities.

2. Terminal A

- Terminal A is comprised of five sections: Pre-Security, North Concourse, South Concourse, Central, and Baggage Claim.

1.) Pre-Security section includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Texas Monthly News • Marcy's Travel Center 	<ul style="list-style-type: none"> • Starbuck's Coffee^[a]
Financial Institution	ATM
<ul style="list-style-type: none"> • Generations Community Federal Credit Union 	<ul style="list-style-type: none"> • Generations Community Federal Credit Union

^[a] Starbucks will be closing in Spring 2012. Texas Monthly News will be relocating to the current Starbucks location and will become Texas Monthly News and Café.

2.) North Concourse is served by Southwest/AirTran and U.S. Air and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • San Antonio Express News 	<ul style="list-style-type: none"> • Blimpie's Subs • George Gervin's Sports Bar
ATM	
<ul style="list-style-type: none"> • JP Morgan Chase 	

3.) South Concourse is served by Delta and United^[b] and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • San Antonio Express News • International Duty Free 	<ul style="list-style-type: none"> • Alamo City Microbrewery
ATM	Retail Vending
<ul style="list-style-type: none"> • JP Morgan Chase 	<ul style="list-style-type: none"> • Zoom Best Buy Express

^[b] United is expected to relocate from Terminal A to Terminal B by summer 2012

4.) Central section is served by Frontier^[c], Aeromexico, InterJet and Viva Aerobus. This section includes two common seating areas serving a number of the food/beverage concessions and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Brookstone • Stars of San Antonio • In Motion Entertainment • Natalie's Candy Jar 	<ul style="list-style-type: none"> • Las Palapas Mexican Restaurant • Famous Famiglia Pizza • Creative Croissants • McDonald's • Raising Cane's Chicken Fingers • Dunkin Donuts

Retail/Food/Beverage Combination Concession	Service Concession
<ul style="list-style-type: none"> • Simply Books/ Starbuck’s Coffee • Vino Volo 	<ul style="list-style-type: none"> • Shannon Smith’s Shoe Shine

^[c] Frontier will discontinue service in May 2012.

5.) Baggage Claim area does not have concessions. There is a JP Morgan Chase ATM machine in this area.

Terminal A Statistics

Departing Passengers (2011)	2.9 million
No. of Gates	16
No. of Food Concessions	12
Food Concession Sq. Ft.	13,317
2011 Food Sales	\$14.5 million total (\$621,689 from pre-security)
No. of Retail & Services Concessions	12
Retail & Services Sq. Ft.	10,986
2011 Retail & Services Sales	\$8.5 million total (\$806,905 from pre-security)

NOTE: “Retail/Food/Beverage Combination Concession” sales have been broken out and are reflected in the corresponding sales category above.

3. Terminal B

a. Terminal B is comprised of three sections: Post-Security Food Court, Gate Area and Baggage Claim. There is no post-security connection between the two terminals.

1.) Post-Security Food Court area includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Bon du Monde • Texas Monthly News 	<ul style="list-style-type: none"> • Sbarro’s • Charley’s Grilled Subs • Alamo Alehouse & Gourmet Burger Bar • Green Beans Coffee
ATM	Retail Vending
<ul style="list-style-type: none"> • Generations Community Federal Credit Union 	<ul style="list-style-type: none"> • Zoom Best Buy Express

2.) The Gate Area includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Stars of San Antonio • San Antonio Express-News • InMotion 	<ul style="list-style-type: none"> • Rosario’s Mexican Restaurant • Starbuck’s Coffee • R Sala Bebida Botana Bar
Service Concession	ATM
<ul style="list-style-type: none"> • Shannon Smith’s Shoe Shine 	<ul style="list-style-type: none"> • JP Morgan Chase

3.) The Baggage Claim area includes the following:

Retail/Food/Beverage Concession
<ul style="list-style-type: none"> • San Antonio Express News & Café

b. Terminal B has a total of 8 gates served by American Airlines and United (Continental). United is expected to relocate from Terminal A to Terminal B by summer 2012.)

Terminal B Statistics

Departing Passengers (2011) 1.1 million

No. of Gates	8
No. of Food Concessions	7
Food Concession Sq. Ft.	5,646
2011 Food Sales	\$3.3 million ^[a]
No. of Retail & Services Concessions	7
Retail & Services Sq. Ft.	4,523
2011 Retail & Services Sales	\$3.5 million ^[a]

^[a]Inclusive of pre- and post-security concessions.

B. Enplanement Data

ENPLANED PASSENGERS BY AIRLINE BY CALENDAR YEAR			
Domestic and International Airlines	CY 2009	CY 2010	CY 2011
Aeromexico	13,520	22,996	52,461
AirTran	120,839	135,917	115,315
Delta	439,079	561,028	644,488
Frontier	84,347	62,120	81,709
Mexicana	56,920	42,342	-
Southwest	1,469,818	1,497,648	1,519,367
United	271,818	274,725	301,868
US Airways*	94,966	198,139	222,254
Other Carriers	87,968	66,048	40,339
Terminal A Total	2,639,275	2,860,963	2,977,801
American Airlines	815,550	724,228	694,132
Continental Airlines	450,614	436,879	399,848
Terminal B Total	1,266,164	1,161,107	1,093,980
Total Enplanements	3,905,439	4,022,070	4,071,781

*US Airways moved to Terminal A in June of 2009

Additional information concerning historical enplanements by carrier is available from the City's web site at: <http://www.sanantonio.gov/Aviation/statistics.asp>.

NOTE: San Antonio International Airport expects 2% average annual growth for the next five years.

NOTE: All data above is provided for informational purposes only and is subject to change. No assurance can be given as to the levels of aviation activity that will be achieved at the Airport in the future. Future traffic at the Airport is sensitive to a variety of factors including: (1) the growth in population and economy of the area served by the Airport, (2) national and international economic conditions, (3) air carrier economics and air fares, (4) the availability and price of aviation fuel, (5) air carrier service and route networks, (6) the capacity of the air traffic control system, (7) the capacity of the Airport/airways system, and (8) other factors. Slow or negative traffic growth in many areas; increased competition among air carriers; consolidation and mergers among air carriers; increased fuel, labor, equipment and other costs; and changes in the availability and cost of capital have combined recently to reduce profits materially or to cause losses for some air carriers. Accordingly, the City does not guarantee the accuracy of the data or that the current airline market shares at the Airport will continue.

C. Passenger Characteristics

Respondents should understand that airport retail environments present concession operators with unique challenges that do not exist in a typical shopping center or retail setting. Listed below are some of the key factors that may affect concession operations at the Airport:

1. Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport. Concession operating hours vary with the five sections of Terminal A. Current hours range from 5:00 a.m. to 9:00 p.m. daily. However, some locations may be required to open earlier or stay open later, at the sole discretion of the City. The Transportation Security Administration (TSA) checkpoints currently open at 3:45 a.m.
2. Flight delays sometimes occur due to weather conditions or other events. To accommodate passengers, concession operations must be able to quickly extend operating hours (e.g., stay open later, add staff, maintain sufficient inventory levels, etc.).
3. Passengers often travel across various time zones requiring restaurants to provide comprehensive menus.
4. Everyone assigned to work at the Airport is considered an ambassador of the City and San Antonio International Airport; thus, employee training and superior customer service are essential.
5. All employees must pass a TSA-mandated security background check and be properly badged. See RFP Exhibit A for badging procedures.
6. The San Antonio International Airport is a non-smoking facility. Employees and passengers are not permitted to smoke within the terminals.

D. Delivery and Warehousing Logistics

1. Warehouse space, consisting of dry and cold storage, is available in Terminal A. Cold storage is shared. Delivery and restocking hours are scheduled by the City so that they do not conflict with peak traffic times or interrupt SAT operations. For deliveries and warehouse access, current operating hours are Monday through Friday from 5:00 a.m. to 11:00 a.m. and Saturday and Sunday from 6:00 a.m. to 10:00 a.m. In addition, warehouse access is available Monday through Friday from 7:00 p.m. to 10:00 p.m. (no deliveries are accepted during these hours). All hours are subject to change.
2. Delivery trucks are inspected and escorted to the loading dock where the concessionaire will accept the delivery and move goods into the appropriate storage unit. Prior to entering the sterile area and proceeding to their assigned space(s), TSA must inspect/screen the tenant's supplies. Once authorization to proceed has been granted, the tenant may continue toward their assigned space.
3. Dry storage warehouse space, totaling approximately 552 square feet, will be allocated to Selected Respondent following award of a concession agreement. If additional storage

space is desired, the City will work with Selected Respondent in order to provide adequate storage for all Concessionaires, but cannot guarantee that Selected Respondent will receive all requested storage space.

II. SCOPE OF SERVICES

The following is a summary of the Scope of Services to be provided by the Selected Respondent.

A. Concession Spaces

This RFP offers a total of 9,894 square feet. The space is currently configured as reflected in the table below.

Space/ Location	Estimated Total Area (sq. ft.)	Terminal Section	Current Concepts
TA-122	818	Central (North)	Shannon's Shoe Shine (occupies part of space)
TA-124	763	Central (North)	Famous Famiglia
TA-129	1,140	Central (North)	McDonalds
Seating Area	1,038	Central (North)	n/a
Subtotal	3,759		
TA-152	557	North Concourse	Vacant
TA-180	3,612	Central (South)	Las Palapas
TA-170	648	Central (South)	Creative Croissants
TA-144	1,318	South Concourse	Alamo City Microbrewery
Total	9,894		

Other locations may be added in the future as mutually agreed upon between City and Selected Respondent.

RFP Exhibit B includes a floor plan showing available concession space. Respondents may propose to configure the spaces in any way they determine will maximize concession opportunities and revenue potential. In particular, Respondents may propose adaptive reuse of the current full-service sit-down restaurant and Central (North) common seating area. Respondent may also elect to have space remain in current configuration.

All available spaces will be equipped with utilities as set forth in RFP Exhibit C - Design Criteria Manual. Proposed improvements and/or additions to the space are at the sole expense of the Selected Respondent and are subject to approval by the City of San Antonio, Aviation Department.

B. Food and Beverage Concepts:

To assist Respondents in developing their proposals, a brief description of appropriate food service concepts is provided below. The description is intended only to provide examples of the types of food & beverage service that may be offered within the spaces.

The identified locations are intended for a blend of food and beverage (non-alcoholic and/or alcoholic) options and service styles including, but not limited to, fast food/quick service, snacks, and limited-service and full-service restaurants. "Foods-to-go" options should be well-represented. A full service restaurant is not required but may be proposed at Respondent's discretion. Respondents should focus on offering a variety of freshly prepared items and cover all parts of the day, including breakfast items. Although not required for every space, breakfast must be adequately represented through the overall program to meet the needs of the traveling public. The facilities should offer only premium quality products, served quickly and efficiently. Respondents are encouraged to develop the package of locations to maximize options for the traveling public.

The City desires a mix of national and local concepts in its concession program. In order to encourage more local concepts, the Selected Respondent will be required to include at least two local concepts in their proposal.

In addition, the City encourages Respondents to include healthy items in each concept that follow nutritional guidelines such as those developed by the Healthy Restaurant Coalition (www.sanantonio.gov/health/PorVida).

In the event that food and beverage concepts do not perform at the projected volume or when concepts become dated, the successful Respondents may present City with new concepts for implementation.

C. Minimum Qualifications

The City has established the following Minimum Qualifications. Respondents who do not meet **all** of the Minimum Qualifications will not be considered for award. The City, in its sole discretion, will determine if a Respondent meets the qualifications and will base its decision on the information included in the Respondent's proposal as well as through City's own investigations.

1. Must have contracted, or been a majority partner of a contract, at one or more airports to manage and operate food and beverage programs, as a Prime concessionaire, for a minimum of three (3) continuous years within the last five (5) years.
2. Respondents must not be in default or arrears under any existing contract(s). Additionally, Respondents must not have breached or been terminated for cause from previous contract(s) with the City, State, or any other State of Texas political subdivision.
3. Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed

concessions. Generally, this means that the Respondent, including proposed subcontractors separately, must have a) net worth greater than the proposed investment or b) demonstrated access to credit sufficient to undertake the proposed investment.

III. CONCESSION AGREEMENT

The concessions shall be operated under the terms and conditions of the fully executed and delivered Lease and Concession Agreement (“Agreement”) by and between the City and the Selected Respondent.

The following summarizes some of the key terms and conditions of the offered concessions that are to be incorporated in the Agreement. This summary is not intended to be a complete description of the Agreement. Prospective Respondents are advised to thoroughly review the Form of Agreement (RFP Exhibit H) to gain an understanding of the City’s expectations regarding the terms and conditions of the offered concession. Unless defined elsewhere in this RFP, capitalized terms have the same meaning as in the Form of Agreement.

1. **Term of Agreement**

The Agreement will become effective and binding upon execution by the City and be comprised of two parts: the Transition Term and the Primary Term, as follows:

a. Transition Term

The City intends to continue existing leases until such time as Selected Respondent is ready to begin construction. The Transition Term begins on the date any of the space is first delivered by the City to the Selected Respondent (“Commencement Date”) and ends on the last day of the calendar month in which the last space is redeveloped and opened for business. The Transition Term will generally correspond to the construction schedule agreed by the City and Selected Respondent (as further described below) and, except as agreed by the City, will not exceed 12 months. The Transition Term shall end on the date the last space is redeveloped and open to the public but not later than the date for final construction set forth for in the schedule agreed upon between Selected Respondent and City.

b. Primary Term

Primary Term commences upon the expiration of the Transition Term and shall continue for seven years. Lease Year 1 begins on the first day of the Primary Term.

2. **Compensation to the City**

The Selected Respondent will pay to the City, on an annual basis, rental equal to the greater of (a) the Minimum Annual Guaranteed Rent (“MAG”) or (b) the Percentage Rent, in accordance with the terms of the Agreement.

a. Minimum Annual Guaranteed (MAG) Rent:

- i. During the Transition Term, MAG equals the sum of the MAG for each individual space, as set forth in Selected Respondent's proposal. MAGs for each space will commence as each space is redeveloped and opened to the public.
- ii. During the first Lease Year of the Primary Term, MAG equals the full MAG as proposed by Selected Respondent and accepted by the City.
- iii. The MAG for Lease Years Two through Seven of the Primary Term shall be equal to 85% of the prior year's rental requirement for the prior Lease Year. In no event shall MAG be less than 100% of the MAG proposed for Lease Year 1.

b. Percentage Rent

The Percentage Rent is the sum of the percentages of Gross Revenues, calculated in accordance with the percentage rent rates proposed by Selected Respondent and accepted by the City.

3. Other Fees

- a. Marketing Fee - The Selected Respondent will pay a Marketing Fee equal to one-half of one percent (0.5%) of Gross Revenues for the purpose of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing the concessions program at the Airport.
- b. Common Area Maintenance (CAM) and Trash Removal Fees - The Selected Respondent will pay CAM and/or Trash Removal Fees equal to its proportionate share of the CAM and/or trash removal costs as set forth in the Agreement.
- c. Taxes, License and Permit Fees - The Selected Respondent is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, State, Federal governments or agencies thereof.
- d. Logistics Fee - The City currently contracts, at its expense, for concession logistics services which includes delivery inspection, escorting and warehouse management. The City expects to reinstate a logistics fee on all concessionaires to recover cost.

4. Capital Investment and Improvements

The concession spaces will be available to the Selected Respondent in an "as is" condition. Selected Respondents shall be responsible for capital improvements and cause its subtenant(s) to be responsible for all subtenant improvements of the Premises. The Agreement will include a provision that the minimum initial capital investment in the Premises (to include leasehold improvements; fixtures, furnishings and equipment; plus design and engineering costs not to exceed 15% of construction costs) will total at least 95% of the amount specified in the Selected Respondent's proposal. All concession space must be maintained in "opening day" condition throughout the term of the lease.

- a. Upon selection, City and Selected Respondent will negotiate final construction phasing schedule to coordinate with the then current available information regarding the Terminal A Renovation Project and its construction schedule, as well as maintain food service in the Terminal to the extent feasible throughout the redevelopment period. In the event the Selected Respondent does not spend at least 95% of the total proposed initial capital investment, the shortfall between the actual amount spent and 95% of the proposed amount must be remitted to the City as Additional Rent no later than four (4) months after the completion of the program. The total proposed initial capital investment shall not be less than the average of \$300 per square foot.
- b. Initial Capital Investment: The Selected Respondent is required to spend an average of \$300 per sq. ft. for leasehold improvements and trade fixtures calculated based on entire investment in 9,900 square feet. For each space, a minimum \$225 per square foot will apply.
- c. During the construction period, the Selected Respondent should plan to set up temporary food and beverage facilities at the Selected Respondent's cost to maintain service. These temporary facilities costs are separate from the initial capital investment requirement listed above. All temporary food and beverage facilities must be approved in advance by the City. Due to construction of the Terminal A Renovation Project, temporary facilities may be restricted or not feasible.
- d. The City reserves the right to review and approve all improvements and other capital investments. The Agreement will include a provision that the Selected Respondent will submit to the City, detailed plans of its proposed facilities in accordance with the terms and conditions of the Design Criteria Manual, which is attached hereto as RFP Exhibit C. Upon written notice by the City of its approval of the plans, the Selected Respondent will coordinate with the City the construction and installation of its facilities. The Selected Respondent will be required to procure all necessary permits for any necessary permitting.

5. **Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation**

The concessions program at Airport is subject to federal regulations set forth in 49 CFR 23 ("Part 23") governing Airport Concession Disadvantaged Business Enterprises ("ACDBEs"). It is the policy of the City to fully comply with the requirements of Part 23. Accordingly, the City has established a goal of 31% participation by ACDBEs in the concessions offered by this RFP.

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

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

IV. PRE-SUBMITTAL CONFERENCE AND SITE TOUR

- A. A Pre-Submittal Conference and Small Business Networking Event (Conference) will be held at the **San Antonio Central Library, Main Auditorium (1st floor)**, 600 Soledad Street, San Antonio, Texas 78205 at **10:30 a.m., Local Time, on Wednesday, April 4, 2012**. Attendance at the Conference is optional, but highly recommended.

Respondents are encouraged to prepare and submit their questions in writing seven (7) calendar days in advance of the Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings>.

This meeting place is accessible to disabled persons. The San Antonio Central Library is wheelchair accessible. The accessible entrances are located at 600 Soledad Street. Accessible parking spaces are located at the Library's parking garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

- B. Site Tours will be conducted on **Tuesday, April 3, 2012 at 1:30 p.m.** and **Wednesday, April 4 at 3:00 p.m.** Participation is restricted to 2 people per firm. Please register for a tour by e-mailing Marisol.amador@[sanantonio.gov](mailto:marisol.amador@sanantonio.gov) by **March 26, 2012**. In scheduling for tours, City will make all reasonable attempts to accommodate out of town firms.
- C. Any oral responses provided by City staff at the Conference or Tour shall be preliminary. A written summary of the Conference and Tour shall contain official responses, if any. Any oral response given at the Conference or Tour that are not confirmed in the written summary of the Conference and Tour or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII – Restrictions on Communication, after the conclusion of the Conference.

V. RESPONSE REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

A. TABLE OF CONTENTS

B. RESPONDENT PROPOSAL: Complete and submit RFP Attachment A:

TAB 1 – GENERAL INFORMATION & REFERENCES

TAB 2 – EXPERIENCE, BACKGROUND AND QUALIFICATIONS (Including Attachments A-1 through A-3)

TAB 3 – PROPOSED CONCESSION PLAN (Including Attachments A-4 through A-8)

TAB 4 – FINANCIAL PLAN (Including Attachments A-9 through A-12)

TAB 5 – COMPENSATION SCHEDULE

- C. DISCRETIONARY CONTRACTS DISCLOSURE: RFP Attachment B, Discretionary Contracts Disclosure Form is posted as a separate document and may also be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Complete on-line, print form and place copy as TAB 6 within respondent's proposal submittal. After successfully printing the completed form, click on the "Submit" button to file electronically.

- D. LITIGATION DISCLOSURE: Complete and submit RFP Attachment C, Litigation Disclosure Form. 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 with the proposal.

Place as TAB 7 within Respondent's submittal.

- E. AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS: Complete, sign and submit the required ACDBE Good Faith Effort Plan ("GFEP") for Federally Funded Contracts (ACDBE Form 1), Attachment D. If subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to ACDBE Form 1. Include a copy of the Joint Venture Agreement, if applicable. Other acceptable documentation includes a Teaming agreement, Letter of Intent or Agreement in Principle of Major Deal Points.

Respondents **must** submit a Narrative Statement to include but not limited to:

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

Place ACDBE documentation as TAB 8 within Respondent's ORIGINAL proposal only. Additional copies are not required.

- F. PROPOSAL BOND: Respondent must submit a proposal bond, in the form shown in RFP Exhibit E. Proposal Bond submitted shall include the following provisions:

- Made payable to the City of San Antonio.
- Executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570).

- In the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).
- Valid for one hundred twenty (120) days following the deadline for submission of proposals.
- 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.

Place documents as TAB 9 within respondent's ORIGINAL proposal submittal. Additional copies are not required.

If respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

The proposal bond shall provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. Failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond.

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

- G. 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 RFP Exhibit F, if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

Place both documents as TAB 10 within respondent's ORIGINAL proposal submittal. Additional copies are not required.

- H. FINANCIAL INFORMATION: Respondent must submit with proposal, the following financial statement:

- For Respondents currently organized as a corporation, partnership, LLP, LLC or joint venture, complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the respondent must accompany the financial information.
- For a Respondent who intends to form a joint venture or other new corporation, partnership, LLP or LLC in order to respond to this RFP, then the complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years (or in the case of

individuals, the three most recent personal tax returns and a current statement of net worth) of each majority-interest partner, LLC/LLP member, joint-venturer, or shareholder must be submitted.

- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.
- If Respondent is relying on the financial resources of an affiliated entity to meet the minimum qualifications of this RFP, then respondent must submit i) the above-referenced financial information for the affiliated entity; ii) a description of the relationship between affiliated entity and respondent including, but not limited to, the percentage of ownership and management structure; and iii) documentation from the affiliated entity authorizing the respondent to rely on its financial resources.

The Respondent must also submit the above-referenced financial information for all proposed subtenants.

If Respondent is relying on credit to meet the minimum financial qualifications of this RFP, then Respondent must demonstrate the availability of credit to meet the purposes of the contemplated concession. The City reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit reports, on the Responding Parties to facilitate its financial evaluation of the Respondent's proposal.

Place documents as TAB 11 within Respondent's ORIGINAL submittal. Additional copies are not required.

- I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment E. 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 the company or partner of the firm shall be accompanied by evidence of authority. Place document as TAB 12 within respondent's submittal.
- J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment F. Place document as TAB 13 within respondent's submittal.

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

VI. AMENDMENTS TO RFP

Amendment to the RFP, including written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted as addendums on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is the respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent, who does not have access to the internet, must notify City in

accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: one (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing a copy of the entire proposal in standard PDF format (with fonts embedded). Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **Airport Food & Beverage Service Concessions, Terminal A.**

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Local Time, on Friday, May 18, 2012** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival. Proposals sent by facsimile or email will not be accepted.

Mailing Address:

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

Physical Address:

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

- B. Proposal Format: Each proposal shall be typewritten, single-spaced and submitted on 8½" x 11" (except where otherwise instructed) white paper with originals placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bound, spiral bound, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are discouraged. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided only. Margins shall be no less than 1" around the perimeter of each page. RFP Attachment A – Respondent Proposal may not exceed sixty (60) pages. Electronic files, websites, or URLs shall not be submitted in lieu of the proposal, other than the CD specified above.

Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Response Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page as indicated in RFP Attachment F - Proposal Checklist. Failure to meet the above conditions may result in disqualification of the proposal.

- C. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and 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 in RFP Attachment A – Respondent Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the City’s Aviation Director shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for 120 days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the respondent that is associated with the preparation of the proposal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

3. Respondent and/or their agents may contact the Aviation Department's ACDBE Liaison Officer for assistance or clarification with issues specifically related to the ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through email at lisa.brice@sanantonio.gov. Respondents and/or their agents may contract Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
 5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request to the Aviation Director no later than seven (7) calendar days from the date the letter was sent.
- B. City reserves the right to contact any respondent to negotiate if such is deemed desirable by City.
- C. **The contract that may result from this solicitation has been designated as "high-profile."** For contracts that have been designated by the City as high-profile, City Code Article VII, Section 2-309 provides that the following individuals cannot make a campaign or officeholder contribution to any councilmember or candidate during the "black-out" period:
1. any individual seeking a high-profile contract;
 2. any owner or officer of an entity seeking a high-profile contract;
 3. the designated legal signatory of high-profile contract;
 4. the spouse of any of these individuals; and
 5. any attorney, lobbyist or consultant retained to assist in seeking a high-profile contract.

The contribution “black-out” period will run from the 10th business day after the solicitation has been released until the 30th calendar day after the resulting contract has been awarded.

Any legal signatories for a proposed high-risk contract must be identified within the response to this solicitation, if the identity of the signatory will be different from the individual submitting the response.

If any of the listed individuals have made a campaign or officeholder contribution during the “black out” period, the City cannot award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. All proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Aviation Director, which will recommend to the Director one Respondent for award of the offered concessions.

The Evaluation Committee may require interviews of shortlisted Respondents. Respondents that are invited to interview may be re-scored based upon the same criteria as listed below. The City may also request additional information from Respondents at any time prior to final approval of the Selected Respondent(s). 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. The Evaluation Criteria are:

- A. **Experience, Background and Qualifications** 20 points
- B. **Proposed Plan** 40 points
- C. **Compensation Schedule** 20 points
- D. **Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE)** 20 points

ACDBE participation shall be evaluated based on the GFEP and other information submitted by Respondent as set forth in the RFP Section V, Response Requirements; RFP Exhibit D, Airport Concessionaire Disadvantaged Business Enterprise Program Overview and Requirements; and RFP Attachment D, DBE/ACDBE Forms.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the Selected Respondent(s) to execute a contract in substantially the form as attached 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.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- J. The City reserves the right to consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The City reserves the right to solicit from any available sources.
- K. The City reserves the right to obtain, at no cost to the respondent, a Dun and Bradstreet financial report, or other credit report, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal.
- L. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XI. PERFORMANCE BOND

Upon City Council award and prior to commencement of any lease and not later than the final execution by City, Selected Respondent(s) shall provide a performance bond (Irrevocable Letter of Credit is also acceptable) 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 50% of one Lease Year 1 MAG. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

XII. SCHEDULE OF EVENTS

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

RFP Release Date	Sunday, March 11, 2012
Pre-Submittal Conference & Networking Event	Wednesday, April 4, 2012 at 10:30 a.m.
Final Questions Accepted	Friday, May 4, 2012 at 2:00 p.m.
Proposals Due	Friday, May 18, 2012 at 11:00 a.m.

RFP EXHIBITS A

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

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

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

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

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

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

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his responsibility. **Note:** If an employee of Contractor has been convicted of any of the

offenses listed in Attachment 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT

- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor’s Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor’s employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of October 1, 2011 badge processing fees are:

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

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor’s employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.
- 6) At the end of the contract, the Contractor’s Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor’s employee must contact Contractor’s Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge.

The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

- 8) Per TSA Directive, SAT has additional badging restrictions related to concessions and other operations.

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

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

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

ATTACHMENT 1 TO EXHIBIT A

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

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

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

RFP EXHIBITS B and C

Posted as Separate Documents

RFP Exhibit B – San Antonio International Airport Terminal A Floor Plan

RFP Exhibit C – Design Criteria Manual

RFP EXHIBIT D

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL FOR FOOD & BEVERAGE SERVICE CONCESSION is 31%

DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have “equality of opportunity” to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 applies to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.
- D. ***Notification is hereby given that an ACDBE contract specific goal has been established on this contract.*** The applicable ACDBE goal is 31% of the total gross revenues of this contract for **Food and Beverage** Concessions.
- E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (RFP Attachment D - **DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to

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

- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved *"DBE/ACDBE Good-Faith Effort Plan"*. Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.
- J. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

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

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

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

- K. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department’s DBE/ACDBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the contract with another DBE/ACDBE.*
- L. Failure or refusal by a Respondent or Contractor to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

COUNTING JOINT VENTURES

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

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

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

RECONSIDERATION MECHANISM

The Aviation Department’s DBE/ACDBE Liaison will evaluate the “good faith efforts” of a firm. If after reviewing the good faith efforts submitted by Respondent, the DBE/ACDBE

Liaison determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

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

COMPLIANCE

If a Respondent is awarded a contract:

1. The Respondent must not terminate for convenience a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.
2. The Respondent will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Respondent will be required to obtain the DBE/ACDBE Liaison's prior approval of the substitute DBE/ACDBE, through the submittal of Change of Subcontractors/Suppliers (RFP Attachment D - **DBE/ACDBE Form 3**) and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

CONTRACT REQUIREMENTS

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

10. Describe the ACDBE's share on the profits of the joint venture:
11. Describe the ACDBE's share in the risks of the joint venture:
12. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant
 - b. Non-ACDBE joint venture participant
13. Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant
 - b. Non-ACDBE joint venture participant
14. Which firm will be responsible for accounting functions relative to the joint venture's business?
15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?
16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	<u>Non-ACDBE Firm</u>	<u>ACDBE Firm</u>	<u>joint venture</u>
Management			
Administrative			
Support			
Hourly Employees			
17. Please provide the name of the person who will be responsible for hiring employees for the joint venture. Who will they be employed by?
18. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? yes no
If yes, please list the number and positions and indicate which firm currently employs the individual(s).
19. Attach a copy of the proposed joint venture agreement, Promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

RFP EXHIBIT E
PROPOSAL BOND FORMAT SAMPLE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Respondent)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of \$50,000 as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Airport Food & Beverage Service Concession, Terminal A, at the San Antonio International Airport.

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

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

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

By: _____
(Principal)

(Signature and Title)

*By: _____
(Surety)

(Attorney-in-fact)

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

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

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

RFP EXHIBIT F

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) 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 Aviation Department, which shall be clearly labeled “**Terminal A Food & Beverage Prime Concessionaire**” 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The 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.

C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form 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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

<p>4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles</p>	<p><u>C</u>ombined <u>S</u>ingle <u>L</u>imit for <u>B</u>odily <u>I</u>njury and <u>P</u>roperty <u>D</u>amage of \$1,000,000 per occurrence If AOA operation is required, \$5,000,000 per occurrence is necessary.</p>
<p>5. Property including Improvements and Betterments coverage</p>	<p>Must maintain all risk property insurance in the amount of the full replacement cost of the business personal property.</p>
<p>6. Liquor Liability (if applicable)</p>	<p>Not less than \$2,000,000.00 per occurrence</p>
<p>7. Builders Risk (if applicable during construction/renovation)</p>	

* if applicable

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the 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 contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the 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;

- 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;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) 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 contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the 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, the 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.

I) 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.

J) 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.

K) 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 the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT G

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 CONTRACT, 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 CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. CONCESSIONAIRE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONCESSIONAIRE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONCESSIONAIRE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNITY 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.

RFP EXHIBIT H

LEASE AND CONCESSION AGREEMENT DRAFT

Document will be issued with Addendum 1 and posted separately

RFP ATTACHMENT A
RESPONDENT PROPOSAL

TAB 1 - GENERAL INFORMATION AND REFERENCES

Instructions: 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. Respondent’s proposals should be organized and submitted in the following manner and order, with each section tabbed and noted with the appropriate heading indicated.

Complete the following form and include with Respondent’s Proposal.

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: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller’s Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller’s TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(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: _____

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.

REFERENCES: Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years. Remaining three shall include references for whom Respondent has provided similar services and shall have agreed to Respondent's request to serve as a reference on this solicitation. The contact person named should be familiar with the day-to-day management of the contract with the Respondent and be willing to respond to questions regarding the type, level, and quality of service provided by the Respondent. Prior to submitting the Proposal, please coordinate with the named contact persons to determine their willingness to respond to such questions.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

TAB 2 - EXPERIENCE AND QUALIFICATIONS: Prepare and submit responses to address the following items. Responses shall be inserted into this form; do not delete the questions. Include completed Attachments A-1 through A-3, printed on 11" x 17" sheets and folded, under this tab.

1. Complete the following attachments:
 - a. Qualifications & Experience of Respondent (Attachment A-1)
 - b. Respondent's Experience Managing & Operating a Variety of Concepts (Attachment A-2)
 - c. Experience of Respondent's & Respondent's Partners with Proposed Concepts (Attachment A-3)
2. Provide an Organization Chart which reflects corporate, regional, and local support for the proposed concession program. For each project team member shown in the Organizational Chart, provide the following information using a maximum of 2 pages per person:
 - a. Name;
 - b. Title;
 - c. Role in Respondent's proposed concession program;
 - e. Number of years experience in proposed role;
 - f. Describe relevant experience in detail;
 - g. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and
 - h. Educational attainment.
3. Have any leases or license agreements held by Respondent ever been cancelled or terminated during the past 5 years? If yes, provide the details, such as the name, location, date of such cancellation or termination, an explanation of the reasons for such and a contact name and telephone number.
4. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
5. Respondents, including a majority interest of joint venture partner(s) as appropriate, must provide evidence with proposal submittal, that it meets the Minimum Qualifications.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

TAB 3 - PROPOSED CONCESSION PLAN: Prepare and submit responses to address the following items. Responses shall be inserted into this form; do not delete the questions. Include completed Attachments A-4 through A-8, printed on 11” x 17” sheets and folded, under this tab.

1. Proposed Food & Beverage Concepts. Describe Respondent's proposed plan for food & beverage service concessions to include the following:
 - a. Floor Plan of the Terminal showing the proposed configuration of the program including concept/brand for each of the proposed locations. Mark each location with a unique Space ID #.
 - b. Each Respondent must submit a description of the proposed concepts in sufficient detail to clearly define each proposed concept:
 - Concept development
 - Innovation of overall concession unit theme, uniqueness, and creativity
 - Methodology for determining balance of national name brands and local/regional concepts
 - Methods to monitor and implement future trends in the industry
 - Visual presentation of food offerings
 - c. Concept Descriptions (Attachment A-4);
 - d. National Name Brands, Local Concepts, and Local Operator Participation (Attachment A-5)
 - e. Main Menu Offerings (Attachment A-6);
 - f. Healthy Choice Menu Offerings (Attachment A-7)
 - g. Sample Menu Prices (Attachment A-8); and
 - h. Each Respondent shall provide copies of the proposed menu and pricing for each concept and a corresponding street location(s) menu(s), if any. Menu prices may not exceed prices at the corresponding street location(s).
 - i. Each Respondent shall identify the role of each identified partner and copies of all agreements and letters of intent (including terms and conditions) the Respondent has with its proposed partners.
2. Design of Facilities Plan. Describe Respondent’s plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:
 - a. 11” by 17” architectural renderings of the interior and exterior of each proposed space, including: fixtures, general color scheme, interior and exterior signage and graphics, and overall design concept for each food and beverage unit.
 - b. 11” by 17” layout/space plans for each proposed food and beverage unit depicting service counter area, seating area, and preparation and storage areas.

- c. Interior and exterior photographs of the Respondent's and its proposed partner's existing food & beverage operations.
 - d. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities within an airport environment (including resumes and project experience).
3. Design and Construction Phasing Plan. Plan must provide food and beverage services throughout construction phasing period. Include the following:
- a. By location, provide timeline and construction completion and opening dates for each space.
 - b. Provide a plan for food and beverage services to be continuously available during construction. Include timeline, photos, drawings, and menus.

NOTE: Upon selection, City and Selected Respondent will negotiate final construction phasing schedule to coordinate with the then current available information regarding the Terminal A Renovation Project and its construction schedule.

4. Operations Plan. Plan must include the following for each proposed concept.
- a. Approach to operating "green" in an environmentally friendly manner
 - b. Customer Service
 - i. Customer service philosophy
 - ii. Methods to continuously monitor customer service, i.e., mystery shoppers, customer comment cards, etc.
 - iii. Technology to be used to quickly and efficiently process customer orders
 - c. Food Preparation Space and Equipment
 - i. Cleanliness standards and cleaning schedules, to include grease interceptors, exhaust vents, garbage removal, pest control, and jetting of lines
 - ii. Equipment Preventive Maintenance Plan to include frequency and schedule
 - d. Security
 - i. Inventory and cash controls
 - ii. Physical security
 - e. Staffing
 - i. Methodology for standard staffing and staffing for emergency situations resulting in passengers being in terminal beyond normal operating hours
 - ii. Recognition programs for employees who make suggestions for the continuous improvement of product delivery and customer service
 - iii. Provide organizational chart listing key personnel, if known, who will be assigned and actively involved in the management and operation of the proposed concessions.
6. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

TAB 4 - PROPOSED FINANCIAL PLAN: Prepare and submit responses to address the following items. Responses shall be inserted into this form; do not delete the questions. Include completed Attachments A-9 through A-12, printed on 11" x 17" sheets and folded, under this tab.

1. Financial Projections: Complete the following forms:
 - a. Projected Five-Year Gross Sales and Rent for each proposed location (Attachment A-9)
 - b. Projected Gross Sales, Percentage Rent & MAG for each proposed location (Attachment A-10)
 - c. Pro Forma Financial Statement and Cash Flow (Attachment A-11). Each Respondent must submit a separate form for each separate entity proposed as an operator of a concept.
 - d. Assumptions (Attachment A-12). Each Respondent must submit a separate form for each separate entity proposed as an operator of a concept.
2. A capital financing plan indicating the sources of funding to be used for space improvements and working capital, including: (i) financing for the estimated costs for the initial renovations, including defined expenses for improvements, furniture, fixtures, equipment, and design, engineering and construction management costs (please note that architectural design and engineering costs may not exceed fifteen percent (15%) of the total capital investment cost), but excluding the cost of inventory, start-up, employee uniforms and any other costs not related to the improvement of the concession spaces; and (ii) for estimated working capital.

TAB 4 - COMPENSATION SCHEDULE

A. Proposed Minimum Annual Guarantee (MAG):

1. Indicate the proposed MAG by space. During the Transition Term, MAG will equal the sum of MAGs for each space then opened:

<u>Space</u>	<u>MAG</u>
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

Add lines, if needed.

2. The TOTAL MAG shown here shall apply in the first Lease Year of the Primary Term.

B. Percent Rent: Respondents may propose flat or tiered Percent Rent. If bidding a tier insert chart showing sales level and corresponding percentages.

1. Food (Non-Alcoholic Beverages)

a. Flat Percent Rent

_____ % (Minimum of 10% and Maximum of 14%)

2. Alcoholic Beverages

a. Flat Percent Rent

_____ % (Minimum of 14% and Maximum of 18%)

3. Concept Related Merchandise

a. Flat Percent Rent

_____ % (Minimum of 15% and Maximum of 20%)

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

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

1. Download form and complete all fields.
2. Click on the “Print” button and place the copy in proposal response as indicated in the Proposal Checklist.
3. Click the “Submit” button. If the Respondent neglects to complete all required fields, incomplete areas will be highlighted in red. All fields must be completed prior to submitting the form.

RFP ATTACHMENT C

LITIGATION DISCLOSURE

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

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

Yes No

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

Yes No

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

Yes No

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

RFP ATTACHMENT D

DBE/ACDBE FORMS

**DBE/ACDBE GOOD FAITH EFFORT PLAN
FOR FEDERALLY FUNDED CONTRACTS**

(DBE/ACDBE FORM 1)

NAME OF PROJECT: Airport Food & Beverage Service Concession, Terminal A

RESPONDENT INFORMATION:

Name of Respondent: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ___ Yes ___ No

Type of Certification: ___ DBE/ACDBE ___ MBE ___ WBE ___ AABE ___ SBE

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

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

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

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

(Use Additional Sheets if Necessary)

If goal was met, skip to Item 9

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

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

(Use additional sheets as needed)

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

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No
4. List all DBE/ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE/ACDBE subcontractors/suppliers:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____

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

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

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

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

Recommendation: Approval: _____ Denial: _____

Action Taken: Approved: _____ Denied: _____

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
LETTER OF INTENT
FOR FEDERALLY FUNDED CONTRACTS**

The requirements of 49 CFR Part 26 (Section 26.53), of the U.S. Department of Transportation, requires that all bidders/proposers comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/proposers to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of DBE Good Faith Effort Plan for Federally Funded Contracts [DBE Form 1]):

NAME OF PROJECT: Terminal A Food and Beverage

Name of proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____



Name of Subcontractor/Supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Contact Person: _____

Is the above firm Certified: Yes _____ No _____ If certified, Certification No: _____

Type of Certification: _____ DBE _____ MBE _____ WBE _____ AABE _____ SBE

If firm is certified, please attach a copy of the Certification Affidavit with this form.

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

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

NAICS Code and/or Description of work to be performed by firm:

The proposer is committed to utilizing the above-named firm for the work described above. The estimated contract percentage value % _____.

Affirmation

The above named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Signature of Firm's Representative Date

Title: _____

NAME OF PROJECT: Terminal A Food and Beverage

DECLARATION OF PRIME CONTRACTOR

I hereby declare and affirm that I am the

(Title of Declarant)

and a duly authorized representative of

(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE Liaison with a copy of that agreement within three (3) business days of execution.

(Name of Declarant)

(Signature)

(Date)

SUBMIT THIS PAGE FOR EACH SUBCONTRACTOR/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS [DBE FORM 1] AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (DBE FORM 3)

RFP ATTACHMENT E

SIGNATURE PAGE

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract.

I further acknowledge that the legal signatory of a high-profile contract, any individual seeking a high-profile contract, any owner or officer of an entity seeking a high-profile contract, the spouse of any of these individuals, and any attorney, lobbyist or consultant retained to assist in seeking contract are prohibited from making a campaign or officeholder contribution from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded. I also acknowledge that this contract cannot be awarded to the individual or entity seeking the contract if a prohibited contribution has been made by any of these individuals during the "black out" period.

I warrant that, as of this date, no contributions have been made by these individuals in violation of this prohibition.

RFP ATTACHMENT F

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
TAB 1	General Information & References	
TAB 2	Experience, Background and Qualifications (Including Attachments A-1 through A-3)	
TAB 3	Proposed Concession Plan (Including Attachments A-4 through A-8)	
TAB 4	Proposed Financial Plan (Including Attachments A-9 through A-12)	
TAB 5	Compensation Schedule <i>Provide with ORIGINAL only.</i>	
TAB 6	Discretionary Contract Disclosure (RFP Attachment B)	
TAB 7	Litigation Disclosure (RFP Attachment C)	
TAB 8	ACDBE Forms (RFP Attachment D) <i>Provide with ORIGINAL only.</i> * One (1) DBE/ACDBE Form 1 <ul style="list-style-type: none"> • Proof of Certification, if applicable • Joint Venture Documentation, if applicable: <ul style="list-style-type: none"> ○ Joint Venture Agreement ○ Corporate Resolutions ○ Description of Work ○ Certification Affidavit(s) for DBE Venture Partner(s) • Narrative Statement 	
TAB 9	Financial Information <i>Provide with ORIGINAL only.</i>	
TAB 10	Proof of Insurability <i>Provide with ORIGINAL only.</i> <ul style="list-style-type: none"> • Insurance Provider’s Letter • Copy of Current Certificate of Insurance 	
TAB 11	Proposal Bond <i>Provide with ORIGINAL only.</i> <ul style="list-style-type: none"> • In similar format as RFP Exhibit E • Associated Power-of-Attorney 	
TAB 12	* Signature Page (RFP Attachment E)	
TAB 13	Proposal Checklist (RFP Attachment F)	
	One (1) Original and ten (10) Copies of Proposal and One (1) CD of entire Proposal in Adobe PDF format (with fonts embedded).	

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