

CITY OF SAN ANTONIO

Aviation Department



**REQUEST FOR PROPOSAL  
("RFP")**

for

**Food & Beverage Concession  
at Stinson Municipal Airport  
RFP-012-042-MA**

**Release Date: Sunday, April 15, 2012**

**Proposals Due: Monday, May 14, 2012 at 11:00 a.m.**

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## I. BACKGROUND

The City of San Antonio, Department of Aviation (“City”) seeks proposals from experienced and qualified Respondents to operate a food & beverage concession at Stinson Municipal Airport (“Stinson”). This Request for Proposal (“RFP”) offers one space (1,752 square feet) with an airside view inside Stinson Terminal Building, located at 8535 Mission Road, San Antonio, TX for an aviation themed café.

Stinson Airport is named after the Stinson family whom brought their love of aviation to life. This is the site where the “Stinson School of Flying” was created ninety-seven years ago. Barnstormers from the 1920’s, World War II fighter pilots and commercial fliers with American, Braniff and Eastern Airlines have all taxied down the runway at Stinson at one time or another. Stinson Airport is located a short distance from the historic San Antonio Missions, downtown, the Toyota plant, Brooks City Base, local colleges, and the San Antonio Mission River Reach project. Stinson is now owned and operated by the City of San Antonio. The 1936 vintage administration building was originally 7,000 square feet; with a major expansion and renovation completed the new terminal building is now 28,336 square feet. Stinson serves on-site tenants, travelers, general public and occasional catering.

The café has picnic tables on the patio outside for diners. The inside the café has an open ceiling, tile flooring, ceiling fans and a large airside glass window. Sometimes noise levels within the space can be high.

Currently, Stinson tenants include a Fixed Base Operator (FBO), storage hangars, airplane sales and service, Palo Alto College, Texas Department of Public Safety, SAPD Blue Eagles, Civil Air Patrol and several others. There are approximately 240 employed and 125 aircraft stored at Stinson.

To be successful, Respondents must indicate how Respondent will:

1. capitalize on opportunity to highlight the historic site
2. use aviation theme
3. capture markets beyond the airport user
4. maximize on-site/off-site event catering
5. address acoustical issues (optional)

The Federal Aviation Administration (FAA) classifies Stinson as a general aviation reliever airport. Stinson is the second oldest general aviation airport in continuous operation in the United States. As the primary reliever for general aviation traffic in San Antonio, Stinson is appealing to operators of light aircraft, individuals, and private aviation companies. Currently, Stinson tower is operating from 6:00 a.m. to 10 p.m. Stinson Airport runway is 24 hours a day, 7 days a week.

**Stinson Flight Operations** – Includes takeoffs and landings.

<b>MONTH</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
January	8,045	12,459	11,177	8,610	9,512
February	10,285	14,890	11,727	7,892	8,965
March	11,619	12,640	13,081	12,207	12,343
April	12,410	16,843	11,168	10,603	12,275
May	14,984	16,696	17,810	11,348	10,316
June	14,199	15,384	14,691	11,527	11,467
July	12,412	14,820	14,988	10,022	11,537
August	19,002	13,568	15,372	12,780	11,902
September	17,340	14,516	13,229	9,206	9,949
October	13,397	12,106	12,093	11,387	10,985
November	12,767	12,336	11,644	10,278	10,498
December	10,588	8,891	7,327	9,794	8,038
<b>TOTAL</b>	<b>157,048</b>	<b>165,149</b>	<b>154,307</b>	<b>125,654</b>	<b>127,787</b>

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. The City does not guarantee the accuracy of the data.

**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 investigation.

1. Respondent must have owned, operated and/or managed a food service business 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, and operate the proposed concession.

## **II. SCOPE OF SERVICES**

The offered location is intended for an aviation themed café that shall offer a wide variety of food service and catering. Wine, beer and ale may be offered. The menu may include items such as specialty coffee, sandwiches, salads, or grilled items and plate meals. In addition, the

City encourages Respondents to include healthy items that follow nutritional guidelines such as those developed by the Healthy Restaurant Coalition ([www.sanantonio.gov/health/PorVida](http://www.sanantonio.gov/health/PorVida)). The menu must serve breakfast and lunch and may offer grab 'n go items and/or dinner. The Aviation Director or designee will have approval of menu and pricing. The scope of services shall include, but not be limited to, the following:

1. Selected Respondent will have an exclusive right and obligation to operate a Food and Beverage concession at Stinson. The Selected Respondent shall be required to adequately meet Stinson's demand for food services by providing an efficient and professional operation.
2. Selected Respondent shall use the lease premises solely for the operation of an aviation-themed café and for such other related purposes as approved in writing by the Aviation Director or his designee.
3. Selected Respondent shall be open for business, at a minimum, Monday through Saturday from 7:00 a.m. to 4:00 p.m. ("Standard Operating Hours").
4. Selected Respondent may operate beyond Standard Operating Hours without the Aviation Director's written approval
5. Closure for holidays or decrease in Standard Operating Hours shall require the advance written approval of the Aviation Director or his designee. In the event that Selected Respondent shall seek a decrease in operating hours (whether this is a one-time event or more permanent), Selected Respondent shall submit its written request for such decrease to the Aviation Director at least thirty days in advance of the contemplated reduction in operating hours. The Aviation Director shall have full discretion whether to approve or disapprove request.
6. Selected Respondent shall post its hours of operation in a conspicuous location upon the premises.
7. A general layout of the Airport and concession location is attached as RFP Exhibit 1. Dimensions of the offered space are illustrated in RFP Exhibit 2.
8. Equipment, as set forth in RFP Exhibit 3, will be provided with the leased space. Existing furniture, fixtures and equipment will be included in lease and Selected Respondent will be required to use space and equipment "as-is". Proposed minor non-permanent changes, if any, and/or additional equipment are at the sole expense of the Selected Respondent and are subject to approval by the Aviation Department.
9. The equipment and furniture listed in Exhibit 3 is provided for the operation of the café; however, the City retains ownership of stated property at all times.
10. Selected Respondent shall maintain upkeep and repair the equipment and furniture listed in Exhibit 3.

11. City will replace equipment as necessary due to normal use/wear and tear. If abused or misused, Selected Respondent shall replace the equipment and/or furniture listed in Exhibit 3.
12. Selected Respondent shall not replace or remove the equipment and/or furniture from the leased premises without City's written consent.
13. Selected Respondent shall not affix or set up any interior décor (i.e., picture, poster, and other wall decoration as well as television sets and audio equipment, table cloths and tabletop arrangements) without first obtaining the approval of the Aviation Director or his designee. The Aviation Director or designee shall have full discretion to approve or disapprove interior décor items.
14. Respondent understands, recognizes and agrees that the leased premises are on an "AS-IS" basis.
15. Selected Respondent must routinely clean and periodically inspect the exhaust hood (at minimum once every three months).
16. Selected Respondent shall be responsible for trash removal and cleaning of the leased premises and all public areas near and adjacent to the leased premises, including tables and chairs.
17. Selected Respondent is solely responsible for obtaining and paying for any inspections and/or certifications required by law or regulation including, but not limited to, inspection of the Ansul fire protection system installed over the stove and the exhaust hood system.
18. There are already electric and gas meters which are set up separately from the other terminal meters, the Selected Respondent is responsible, at its own cost, for setting up accounts in their company name for services and monthly payment.
19. Stinson is a non-smoking facility. Employees and passengers are not permitted to smoke within the airport premises.

### **III. CONCESSION AGREEMENT**

#### **1. Term of Agreement:**

The primary term of this lease shall be five (5) years and shall commence following passage of an Ordinance by the City Council. The term may be extended by one two-year period upon mutual agreement between Selected Respondent and City, acting through the Aviation Director.

#### **2. Compensation to the City**

The Selected Respondent will pay to the City, on an annual basis, the Minimum Annual Guarantee (MAG) Rent and Percentage Rent.

- a. MAG Rent
  - i. Respondent must specify the MAG to be paid in Lease Year 1 of the term on Response Attachment B, Compensation Schedule.
  - ii. The MAG for Lease Years Two through Seven shall be equal to 85% of the prior year's rental requirement. In no event shall MAG be less than 100% of the MAG proposed for Lease Year 1.
- b. Percentage Rent
  - i. 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.
  - ii. Percentage Rent shall be accompanied by a written statement prepared by the Selected Respondent disclosing its gross receipts for the preceding calendar month ("Monthly Commissions Report"). Such Monthly Commissions Report shall be in the form attached hereto as Exhibit 4.

#### IV. PRE-SUBMITTAL CONFERENCE AND SITE TOUR

A Pre-Submittal Conference and Site Tour will be held at **Stinson Municipal Airport, Conference Room (2<sup>nd</sup> floor)**, 8535 Mission Road, San Antonio, Texas, 78214 at **3:00 p.m., Local Time, on Tuesday, April 24, 2012**. Respondents are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference and Site Tour is optional, but highly recommended. Site Tours will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. The Stinson Municipal Airport Conference Room is wheelchair accessible. The accessible entrance is located at 8535 Mission Road, San Antonio, Texas, 78214. Accessible parking spaces are located at the entrance of the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

## V. PROPOSAL REQUIREMENTS

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

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

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

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

TAB D – PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Three.

TAB E – PROPOSED FINANCIAL PLAN - Use the Form found in this RFP as Attachment A, Part Four.

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

TAB F – COMPENSATION SCHEDULE - Use the Compensation Schedule that is found in this RFP as Attachment B.

TAB G – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at: <https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

TAB I – 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 E. 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.**

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

TAB K – PROPOSAL BOND: Respondent must submit a proposal bond, in the form acceptable to City. 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 FIVE THOUSAND DOLLARS (\$5,000.00).
- 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 J 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.

TAB L – 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.

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

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

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

## **VI. AMENDMENTS TO RFP**

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

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

## VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, **four (4)** copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, “**Stinson Food & Beverage Concession**” on the front of the package.

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Local Time, on Monday, May 14, 2012** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat 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 not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1” around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire may not exceed 50 pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

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

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-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 Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed 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](mailto: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://epav.sanantonio.gov/RFPListings/>.

3. Respondent and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her offices regarding this RFP after the proposal due date is not permitted.
  4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **IX. EVALUATION CRITERIA**

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

the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council. The evaluation criteria are:

- A. Experience, Background, Qualifications (30 points)
- B. Proposed Plan (40 points)
- C. Compensation (10 points)
- D. Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (20 points):
  - a. ACDBE participation shall be evaluated based on the GFEP and other information submitted by Respondent as set forth in the RFP Section V, Proposal Requirements; RFP Exhibit 5, Airport Concessionaire Disadvantaged Business Enterprise Program Overview and Requirements; and RFP Attachment E, 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 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 an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- J. The City reserves the right to consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The City reserves the right to solicit from any available sources.
- K. The City reserves the right to obtain, at no cost to the respondent, a Dun and Bradstreet financial report, or other credit report, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal.
- L. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

## XI. PERFORMANCE GUARANTEE

If selected, Respondent shall deliver to the City either an irrevocable standby letter of credit in favor of City drawn upon a bank satisfactory to City or a surety bond payable to City. If a bond shall be delivered, it shall be issued by a sound indemnity company authorized to do business in Texas. The irrevocable letter of credit or surety bond must be in a form acceptable to the Aviation Director and shall be in an amount not less than fifty percent (50%) of the rent payable during the first Lease Year.

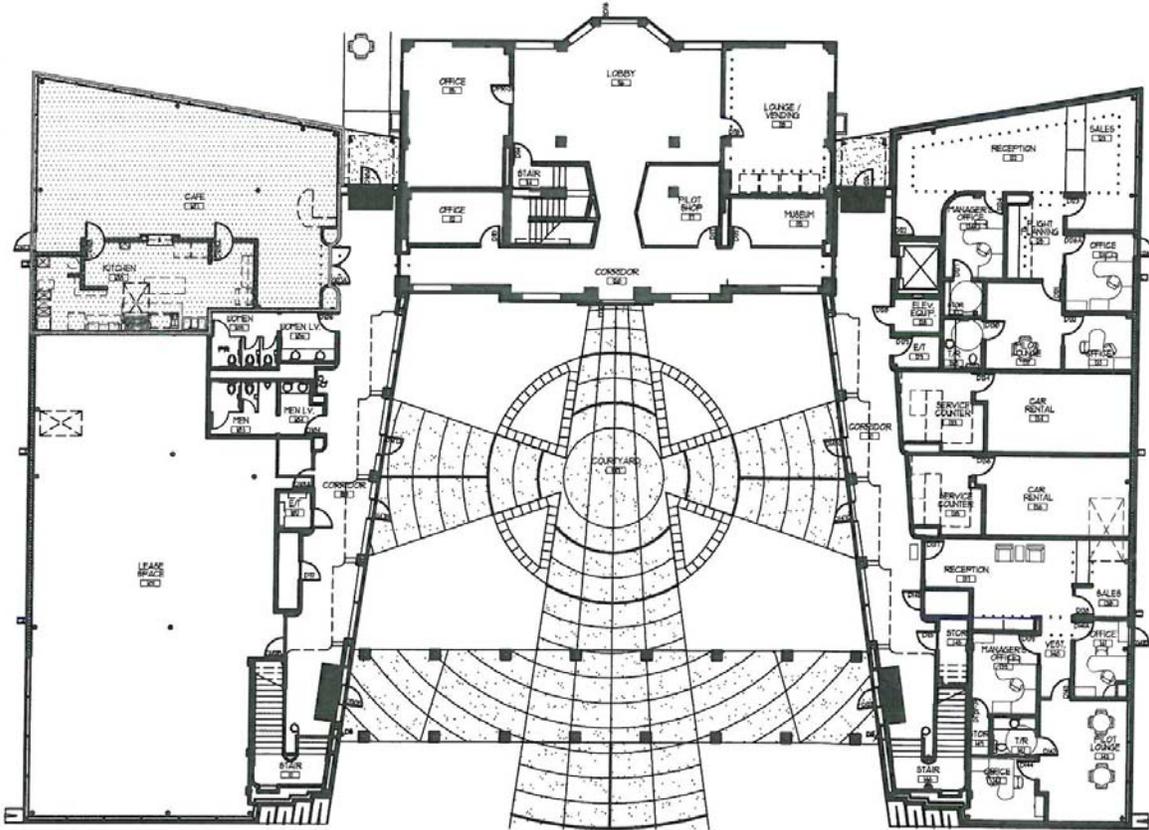
## XII. SCHEDULE OF EVENTS

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

RFP Release Date	Sunday, April 15, 2012
Pre-Submittal Conference	Tuesday, April 24, 2012 at 3:00 p.m.
Final Questions Accepted	Friday, May 4, 2012 at 2:00 p.m.
Proposals Due	Monday, May 14, 2012 at 11:00 a.m.

# RFP EXHIBIT 1 STINSON MUNICIPAL AIRPORT LAYOUT

COSA AVIATION PLANNING & DEVELOPING



CITY OF SAN ANTONIO  
AVIATION DEPARTMENT

## STINSON MUNICIPAL AIRPORT 1ST FLOOR LAYOUT SUITE 107- CAFE

EXHIBIT  
FOR PREMISES LEASED

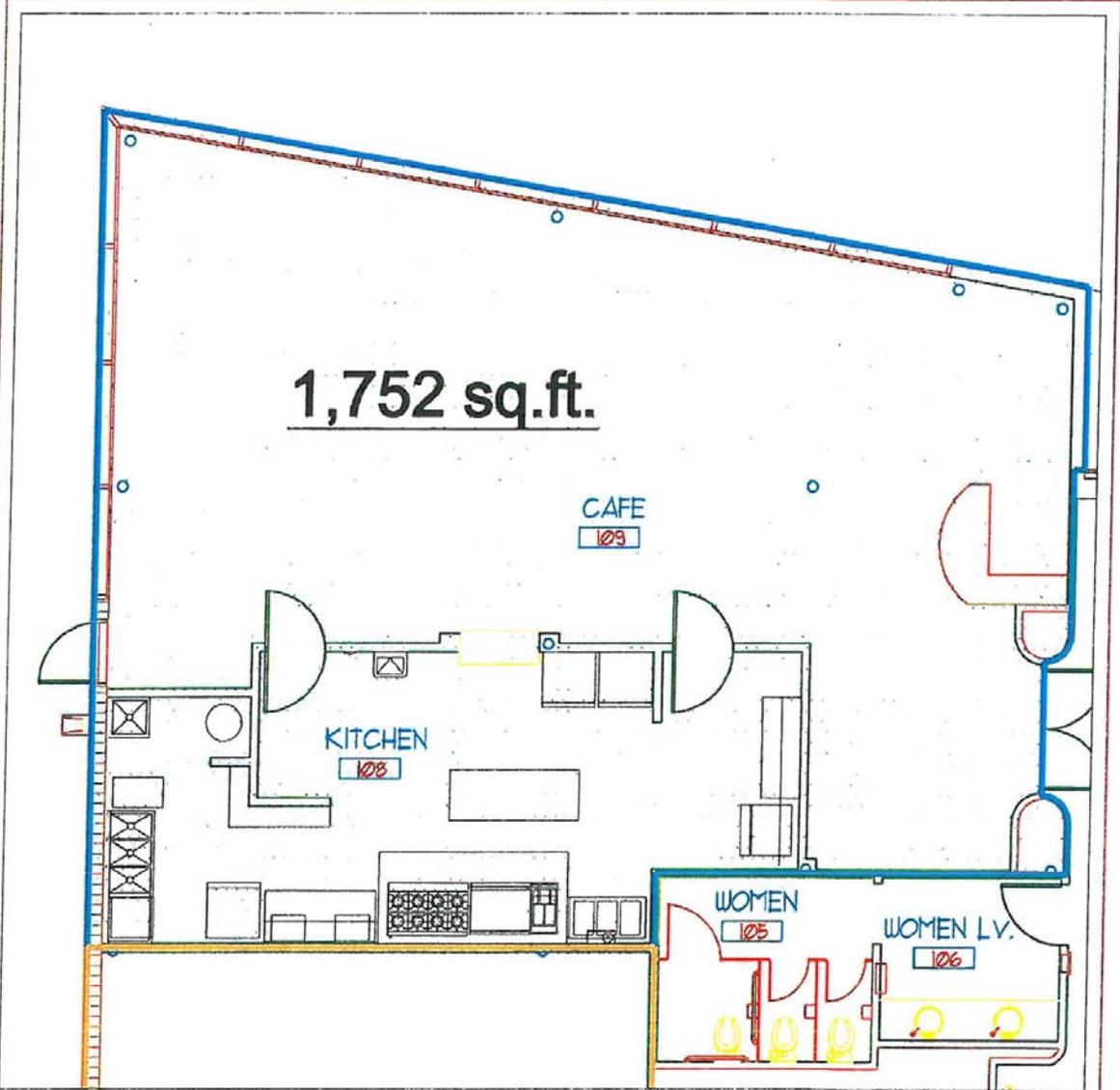
SUITE 107- CAFE

at STINSON  
MUNICIPAL AIRPORT

LEASE No. LEASENO

RFP EXHIBIT 2  
CONCESSION SPACE LAYOUT

COSA AVIATION PLANNING & DEVELOPING



CITY OF SAN ANTONIO  
AVIATION DEPARTMENT

STINSON MUNICIPAL AIRPORT  
1ST FLOOR LAYOUT  
CAFE AREA: 1,752 SQ.FT.

EXHIBIT  
FOR PREMISES LEASED

TENANT

at STINSON  
MUNICIPAL AIRPORT

LEASE No. LEASING

**RFP EXHIBIT 3**  
**CITY OWNED EQUIPMENT**  
(Concession Space Inventory)

City of San Antonio owns and provides the following listed items for the Stinson café area:

1. Eight burner range 49" Gas Range (Saturn Model No. 500-RR-48-8) with exhaust hood
2. Furniture – café tables & chairs)
3. 1 -Wire Shelving Unit (Trade Advantage Model No. WS-1860-GE)
4. 3 Compartment Sink w/Faucet (Advance Tabco Model No. 9-3-54-24L and Krowne Metal 14-814)

**RFP EXHIBIT 4**

**STINSON MUNICIPAL AIRPORT  
MONTHLY COMMISSIONS REPORT**

Submitted to: City of San Antonio, Department of Aviation  
9800 Airport Boulevard, San Antonio, TX 78216

Monthly report of gross sales and commissions payable to the city must be submitted to the Director of Aviation together with a payment for the amount shown on line # 7 on or before the \_\_\_\_\_ day of the month following for which the report is made.

Concessionaire/Lessee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

For the Month of: \_\_\_\_\_, 20\_\_\_\_

**CALCULATIONS:**

- 1. Total Gross Sales for the Month \_\_\_\_\_
- 2. Adjustments (If applicable. e.g. sales tax and tips if included in 1 above) \_\_\_\_\_
- 3. Adjusted Gross Sales \_\_\_\_\_
- 4. Commission Basis (percent applied per gross sales) \_\_\_\_\_%
- 5. Total Commission Due on current month's Gross Sales (Line 4 x Line 3) \_\_\_\_\_

	Paid By Check No.	Check Date	Amount Paid
6. Less Monthly Minimum Guarantee (if applicable)	_____	_____	_____
7. Balance of Commission Due Over Monthly Minimum Guarantee (Line 6 minus Line 5)	_____	_____	_____

Submitted by: \_\_\_\_\_ date \_\_\_\_\_

Signature

date

\_\_\_\_\_

Printed Name and Title

## RFP EXHIBIT 5

### DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

**THE ACDBE GOAL FOR FOOD & BEVERAGE 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 E - **DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the

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

- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE/ACDBE Good-Faith Effort Plan*". Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C-319, San Antonio, TX 78230 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.
- J. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

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

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

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after

the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors".

- K. All changes to the list of subcontractors submitted with the 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 E - **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.



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 join 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 join 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 6**

**INSURANCE REQUIREMENTS**

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 “*Stinson Food & Beverage Concession*” 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	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations	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

d. Personal Injury e. Contractual Liability f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<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
5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property

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 7**

### **INDEMNIFICATION REQUIREMENTS**

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 ATTACHMENTS**

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

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

**To be submitted with Respondent’s Proposal as TAB B**

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

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_

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

\_\_\_\_\_

List Related Companies: \_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes  No

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

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

\_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any

pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

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

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

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

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

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

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

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**REFERENCES:** Provide three (3) 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:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

|

## **RFP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

#### **To be submitted with Respondent's Proposal as TAB C**

Prepare and submit narrative responses to address the following items:

1. Describe relevant food/beverage venue of similar size and scope operated over the past five years. For each venue include the following:
  - a. Name and address of food and beverage venue
  - b. Number of years
  - c. Type of venue
  - d. Annual gross sales
  
2. Provide the following information for those who will be assigned and actively involved in the management and operation of the proposed concession, using a maximum of 2 pages per person:
  - a. Name;
  - b. Title;
  - c. Role in Respondent's proposed concession;
  - d. Number of years experience in proposed role;
  - e. Describe relevant experience in detail;
  - f. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and
  - g. 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 or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
  
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

- A. Proposed Financial Plan – Prepare and submit the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
1. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three (3) years of the contract term. Include the following:
    - a. Expected annual gross sales;
    - b. Cost of goods sold;
    - c. Operating expenses;
    - d. Net income and cash flow;
    - e. Effect of proposed compensation to the City on net income and cash flow; and
    - f. Major assumptions used in developing the sales projections.
  2. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs.

## **RFP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

#### **To be submitted with Respondent's Proposal as TAB D**

Prepare and submit the following items.

1. Proposed Food & Beverage Concepts – Plan should include the following:
  - a. Floor Plan of the available space to include concept and use of aviation theme.
  - b. A description of the proposed décor, if any.
  - c. A description of the proposed concepts in sufficient detail to clearly define proposed concept:
    - i. Concept development
    - ii. Innovation of overall concession unit theme, uniqueness, and creativity
    - iii. Visual presentation of food offerings
  - d. Dining menu offerings and pricing
  - e. Catering menu offerings and pricing
2. Operating Plan – Plan must include the following:
  - a. Hours of Operation
    - i. Days and time of operations
  - b. Food Preparation Space and Equipment
    - i. Provide a list of additional equipment Respondent proposes to utilize, if any.
    - ii. Cleanliness standards and cleaning schedules, to include grease interceptors, exhaust vents, garbage removal, pest control, and jetting of lines.
    - iii. Equipment Preventive Maintenance Plan to include frequency and schedule
  - c. Security
    - i. Inventory and cash controls
  - d. Staffing
    - i. Provide a staffing schedule for management and operation of proposed concession
3. Marketing Plan - Describe Plan to advertise and market proposed concession to surrounding businesses and tenants, including community outreach and utilization of specific media. Identify minimum annual expenditures to be dedicated to marketing efforts.
4. Provide a plan to address Acoustical Treatment (optional) Describe plan to improve the acoustical inside the café as mentioned in the Scope of Services on page 4.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT A, PART FOUR**

**PROPOSED FINANCIAL PLAN**

**To be submitted with Respondent's Proposal as TAB E**

Prepare and submit the following items.

1. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three (3) years of the contract term. Include the following:
  - g. Expected annual gross sales;
  - h. Cost of goods sold;
  - i. Operating expenses;
  - j. Net income and cash flow;
  - k. Effect of proposed compensation to the City on net income and cash flow; and
  - l. Major assumptions used in developing the sales projections.
  
2. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs.

**RFP ATTACHMENT B  
COMPENSATION SCHEDULE**

**To be submitted with Respondent’s Proposal as TAB F**

**A. Proposed Minimum Annual Guarantee (MAG) for Lease Year 1:**

<b>Lease Year 1 MAG</b>	\$ _____
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**B. Percent Rent:** Respondents may propose a flat Percent Rent or tier in dollar amount. If bidding a tier, insert chart showing sales level and corresponding dollar amounts.

- 1. Food (Non-Alcoholic Beverages)
  - a. Flat Percent Rent  
\_\_\_\_\_ % (Minimum of 6% and Maximum of 10%)
  
- 2. Alcoholic Beverages
  - a. Flat Percent Rent  
\_\_\_\_\_ % (Minimum of 12% and Maximum of 16%)
  
- 3. Concept Related Merchandise
  - a. Flat Percent Rent  
\_\_\_\_\_ % (Minimum 10%)

**RFP ATTACHMENT C**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB G**

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

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

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

To be submitted with Respondent's Proposal as **TAB H**

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

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

Yes  No

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

Yes  No

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

Yes  No

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

**RFP ATTACHMENT E  
DBE/ACDBE FORMS**

**To be submitted with Respondent's Proposal as TAB I**

**DBE/ACDBE GOOD FAITH EFFORT PLAN  
FOR FEDERALLY FUNDED CONTRACTS  
(DBE/ACDBE FORM 1)**

**NAME OF PROJECT:** Airport Food & Beverage Concession, Stinson Municipal Airport

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**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.				

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:** Stinson Food and Beverage Concession

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:** Stinson 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 F**

**SIGNATURE PAGE**

**To be submitted with Respondent’s Proposal as TAB M**

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 Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
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 6 & 7.
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 Questionnaire 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.

**RFP ATTACHMENT G****PROPOSAL CHECKLIST****To be submitted with Respondent's Proposal as TAB N**

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.

<b>Tab in Respondent's Proposal</b>	<b>Document</b>	<b>Initial to Indicate Document is Attached to Proposal</b>
	Table of Contents	
A	Executive Summary	
B	General Information and References (RFP Attachment A, Part One)	
C	Experience, Background & Qualifications (RFP Attachment A, Part Two)	
D	Proposed Plan (RFP Attachment A, Part Three)	
E	Proposed Financial Plan (RFP Attachment A, Part Four)	
<b>NOTE:</b> Remaining items listed in Tabs F – M are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
F	Compensation Schedule (RFP Attachment B)	
G	Discretionary Contracts Disclosure form (RFP Attachment C)	
H	Litigation Disclosure (RFP Attachment D)	
I	ACDBE Requirements ( <i>Provide two (2) copies</i> ): <ul style="list-style-type: none"> <li>• * DBE Form (RFP Attachment E)</li> <li>• Associated Certificates, if applicable</li> <li>• Joint Venture Documentation</li> <li>• Narrative</li> </ul>	
J	Proof of Insurability (See RFP Exhibit 6) <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
K	Proposal Bond and Associated Power-of-Attorney	
L	Financial Information ( <i>Provide two (2) sets</i> )	
M	* Signature Page (RFP Attachment F)	
N	Proposal Checklist (RFP Attachment G)	
	<b>One (1) Original, four (4) Copies, and one (1) CD of entire proposal in PDF format.</b>	

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