

CITY OF SAN ANTONIO

AVIATION DEPARTMENT



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

for

GAS STATION CONCESSION AT SAN ANTONIO INTERNATIONAL AIRPORT

RFP 13-068

Release Date: November 20, 2013

Proposals Due: January 22, 2014

This solicitation has been identified as High-Profile.

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

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

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

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003 - BACKGROUND

The City of San Antonio, Department of Aviation (“City”) seeks proposals from qualified Respondents to provide the development, financing, design, construction, operation, and maintenance of a Gas Station Concession up to 4.67 acres at the North East corner of Loop 410 and Airport Boulevard (“Site”) at the San Antonio International Airport (“SAT”) (See Site description in RFP Section 004 – Scope of Service). Respondents must demonstrate knowledge of and compliance with all applicable environmental laws and regulations relating to fuel.

A. Airport Information

SAT serves over 8.2 million passengers annually, plus airport employees and visitors. The airport is open 24 hours a day seven days a week. Passengers start arriving to SAT at 4:00 A.M.

B. Total Number of Passengers

Calendar Year	Arriving Passengers	Departing Passengers	Total
2009	3,927,523	3,907,054	7,834,577
2010	4,012,530	4,022,014	8,034,544
2011	4,100,043	4,071,781	8,171,824
2012	4,139,857	4,103,364	8,243,221
*2013	2,039,692	2,036,211	4,075,903

*January – June 2013

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

NOTE: No assurance can be given as to the level of accuracy of data or that passenger market trends will continue.

C. Traffic Data

1. The Airport provides passenger parking spaces for more than 8,200 vehicles that can be used for daily or hourly parking. The proposed site will provide a convenient vehicle fueling location for both SAT travelers as well as vehicles which travel through the area on a daily basis.
2. There is also an employee parking lot that provides 1,257 spaces.
3. The taxi and cell phone lots will be adjacent to the Site. In 2012, there were more than 354,214 taxi gate vends. The cell phone lot also provides 79 parking spaces with a constant turnover of vehicles that are waiting to pick up passengers throughout the day.
4. A survey of rental car operations showed that the annual number of car rental transactions for 2012 was 574,700. Once the new rental car facility currently being designed for a site adjacent to the terminals is completed in 2017, it will increase the traffic in this area. Currently, 7 of the 9 rental car operators are off the airport property and dispersed off of several highway exits.
5. The general public has easy access to the Site as it is conveniently located to Loop 410 and U.S. Hwy 281.

004 - SCOPE OF SERVICE

The City seeks a concession for the development, financing, design, construction, operation and maintenance of a Gas Station Concession which will provide gasoline, diesel fuel, and possibly low or zero-emission alternative fuel option, as well as a convenience store offering standard inventory and amenities. The Respondent may also propose to provide quick service food sales, an automated car wash facility, dry cleaners or other services through itself or a sub-tenant. The convenience store, optional food service, car wash, dry cleaners, and other services as well as fuel sales and alternative or electric stations will function as an Airport concessionaire and will provide a portion of revenues to the City. Respondents shall propose a minimum annual guarantee and percent commission based on the Respondent’s actual sales which will be paid to the City on a monthly basis. The convenience store may include beer and wine sold for off-site consumption only. Applications and associated fees for a Beer/Wine Permit from the Texas Alcoholic Beverage Commission are the responsibility of the successful Respondent. Lottery tickets may also be sold. At the City’s discretion, other items may be allowed or prohibited.

A. Project Requirements

The selected Respondent shall provide complete development, financing, design, construction, operation, and maintenance of a Gas Station Concession which will provide low-grade regular unleaded, mid-grade regular unleaded, and premium unleaded gasoline, as well as diesel fuel. At a minimum, the Respondent's proposed station shall consist of four (4) pumps; however, if space allows, the Respondent may propose additional pumps as part of their proposed design. Respondent may propose alternative units such as electric car stations. Respondents are encouraged to show creativity and ingenuity in the design and project phasing, if proposed.

The proposed equipment and installation must meet all applicable Federal, State and local laws, regulations, ordinances and requirements, including but not limited to those mandated by the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Railroad Commission (TRC), and the State Energy Conservation Office (SECO).

The selected Respondent must provide all staffing, equipment, and materials to provide efficient and timely service to customers.

The Respondent's proposed Gas Station Concession operational plan shall be a turn-key operation in which the selected Respondent will also assume responsibility for operation, maintenance, janitorial services, trash removal plus landscaping in compliance with all applicable City codes.

The selected Respondent must submit plans, specifications and landscape plan to the Aviation Director for approval no later than two hundred forty (240) days following the full execution of the Lease Agreement by both parties. The project shall be completed no later than twelve (12) months following final approval of the plans and specifications by city.

The site must be landscaped and made presentable to the traveling public. In development of the site for landscaping, the Respondent should consider the City of San Antonio Landscape Ordinance No. 35510, Buffer Ordinance No. 35510 and Tree Ordinance No. 35523.

B. Site Description:

The City has designated a site to develop a Gas Station Concession located at the Northeast corner of Airport Boulevard and Loop 410. (See RFP Exhibit 1 that shows the area within blue dash line and outside hash mark area). Separate from this RFP, the City proposes to develop a Cell Phone Waiting Lot and a Taxi Hold Lot adjacent to the Gas Station Concession. For informational purposes only, the area that shows the hash marks on Exhibit 1 is located within the Runway Protection Zone (RPZ) and is not available for vertical development. This area of approximately 3.33 acres located within the RPZ may only be used for vehicle parking and will be considered in development of the Cell Phone Lot and/or Taxi Hold Lot. The Respondent should also consider that the Airport will need to maintain access from Northern Boulevard for the Cell Phone Lot and/or Taxi Hold Lot development. Exhibits 2 through 8 provide examples of possible layouts of a Gas Station Concession. These are only examples and the Respondent may choose to propose a different size and/or layout within the Gas Station Concession development area.

Due to the high volume of traffic that passes through the area, the Respondent's proposed Gas Station Concession should be designed so that it can accommodate large volumes of various vehicle types to include sufficient turning radius and necessary entrance/exit points that will not contribute to congestion.

C. Environmental Considerations:

A Phase I Environmental Site Assessment was performed on a portion of this site. This Phase I Environmental Site Assessment is attached to this RFP (see RFP Exhibit 9). If any additional Environmental Site Assessments are required by law or desired by the Respondent, the Respondent will be responsible for obtaining such additional site assessments.

The site will be leased "AS-IS" with no warranties or representation of any nature including without limitation, any relating to property access or the Respondent's ability to use the Parcel for its intended purpose. Moreover it is the Respondents' responsibility to perform their due diligence and if required to remove and/or relocate any underground utilities or cables that would obstruct development of the proposed site.

The Respondent may elect to terminate the agreement with the City should additional site assessments deem the site not suitable for development or too costly to develop.

D. Zoning and Platting:

A zoning change has been proposed for the site, to be designated as Airport District ("AD"). The proposed Gas Station Concession would be able to operate under the AD should this occur. However, the site is currently zoned "C2" (Commercial District) and can be developed under this designation.

E. Compensation to City:

Throughout the term of the contract, the selected Respondent shall be responsible for submitting payments to the City as follows:

The selected Respondent will pay to the City, on an annual basis, (1) ground rent and (2) non-ground rent.

1. Ground Rent is \$1.00 per square feet per year. This rate is based on a Market Rental Study for ground space at San Antonio International Airport dated April 22, 2013. Ground rent is due with payment on the first day of each month. Ground rent will increase every five years at the rate of 15%.
2. Non-Ground Rent is rental equal to the greater of (a) the Minimum Annual Guaranteed Rent ("MAG") or (b) the Percentage Rent, in accordance with the terms of the Agreement.
 - a) Minimum Annual Guaranteed (MAG) Rent:
 - i. During the first Lease Year, MAG is proposed by selected Respondent and accepted by the City.
 - ii. The MAG for the remaining Lease Years shall be equal to 85% of the prior year's non-ground rent requirement. In no event shall MAG be less than 100% of the MAG proposed for Lease Year 1.
 - b) Percentage Rent:

The Percentage Rent is composed of Gross Receipts, calculated in accordance with the percentage rent rates proposed by selected Respondent and accepted by the City.

Payments shall be made by the twentieth (20th) day of each month.

F. Financial Management, Records and Audit

The selected Respondent shall be responsible for the following:

1. Respondent shall keep and maintain full and accurate books and source documents, in accordance with generally accepted accounting principles ("GAAP"), of the Gross Receipts, whether for cash, credit or otherwise, of Respondent's business at any time operated within the Premises and of the operations of each subconcessionaire, joint venture partner or licensee and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Respondent (collectively, "Records"). The Records to be kept by Respondent at its principal business office in the United States shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily receipts from all sales (including those from mail, electronic or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records and records of any other transactions conducted in or from the Premises, Pertinent original sales records shall also include a point of sale system of record keeping and such other reasonable documentation which would normally be examined by an independent accountant pursuant to GAAP in performing an audit of Respondent's sales sufficient to provide determination and verification of Gross Receipts and the exclusions therefrom.'

Respondent must also provide an electronic cash control system which will provide all significant point-of-sale information.

Respondent's electronic cash control system must ensure tight cash control and have complete audit capability.

The Records shall be preserved by Respondent and its subcontractors for a period of five (5) years following the expiration of the Term or earlier termination of the Lease Agreement. All Records maintained pursuant hereto shall be at all reasonable times, during Respondent's normal business hours after 20 days prior written notice, be

open to the inspection of, and may be copied or extracted from, in whole or in part, by, the City, or the City's designated management representatives or agents, including City's internal or external auditors.

"Gross Receipts" shall mean and include all monies paid or payable to selected Respondent, for sales made and services rendered at or from the Gas Station Concession facility. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise and not at the time of billing or payment. Losses from "bad" checks or credit card fee transactions are Respondent's sole responsibility and shall not be excluded from Gross Receipts. Gross Receipts shall include all such sales, revenues or receipts generated by Respondent's subtenants or anyone else conducting business pursuant to an arrangement with Respondent within the Premises.

Gross Receipts shall not include: (i) any amounts collected for any federal, state, county and municipal sales taxes so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise and products or series but only if separately stated from the sales price and only to the extent paid by Respondent to any duly constituted governmental/taxing authority; (ii) the portion of the sales price for all merchandise and products returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; (iii) shipping and delivery charges if there is not profit to Respondent and such charges are merely an accommodation to customers; (iv) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (v) receipts in the form of refunds from or the value of merchandise and products; services, supplies or equipment returned to vendors, shippers, suppliers or manufactures including volume discounts received from vendors, suppliers or manufactures; (vi) customary discounts given by Respondent on sales of merchandise and products or services to Respondent employees, if separately stated, and limited in amount to no more than 1% of Respondent Gross Receipts per Lease Month; (vii) gratuities for services performed by employees of Respondent which are paid by Respondents customers to such employees; (viii) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy as provided in the definition of Gross Receipts, receipts from all other insurance proceeds received by Respondent as a result of a loss or casualty, and; (ix) unless otherwise agreed by Director, sales reported by Respondent under another Lease with the City.

2. Respondent shall deliver to the City:

- a. Within 15 days after the expiration of each Lease Month, a written statement on a form reasonably satisfactory to the Director signed by an officer of Respondent, showing the Gross Receipts made from the Premises during such period including an itemization of any exclusions or deductions made to Gross Receipts and the amount of Percentage Rent paid, if any, and Additional Rent paid among other matters ("Monthly Statement"); and
- b. Within 90 days after the expiration of each Lease Year and after termination of this Agreement, a written statement on a form reasonably satisfactory to the Director signed by an officer of Respondent and audited by an independent certified public accountant ("CPA") employed by Respondent ("Annual Statement") showing in reasonable detail the amount of Gross Receipts made by Concessionaire from the Premises during the preceding Lease Year including an itemization of any exclusions or deductions made to Gross Receipts, the payments of Guaranteed Rent, Percentage Rent and Additional Rent paid among other matters. Respondent shall certify in its Annual Statement that
 - i Such statements have been prepared in accordance with the terms of this Agreement and GAAP,
 - ii That all revenues derived from Respondent's activities hereunder which are required to be included in Gross Receipts have been so included, and
 - iii That all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Agreement.
- c. The written audit by the independent CPA with respect to the Annual Statement required above shall state that in the CPA's opinion Respondent's total Gross Receipts for the previous Lease Year and the Guaranteed Rent, Percentage Rent and Additional Rent paid by Respondent to the City were calculated and reflected by Respondent in its Annual Statement in accordance with the applicable terms of this Agreement and prepared in accordance with GAAP, Respondent shall require all sub-concessionaires, licensees and/or assignees, if any, to furnish a similar statement.
- d. The Monthly Statements and Annual Statements prepared by Respondent shall also provide an analysis of operations, which shall include the following data:

- i Total Gross Receipts and, if requested, Respondent shall calculate such Gross Receipts per square foot of Floor Area in the Premises;
 - ii Sales by general product category and location;
 - iii Total number of transactions per location;
 - iv Average dollar amount per transaction per location;
 - v Sales variance analysis as compared to the immediately prior Lease Month and/or Lease Year; and
 - vi Sales time distribution if requested by the Director.
- e. The Director may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days prior to notice to Respondent.

Respondent shall require a similar audit, as the audit required from Respondent, from all sub-lessees, sub-concessionaires, joint venture partnerships or sub-licensees operating in the Premises.

If Respondent fails to furnish City with the Monthly Statement required above, Respondent's monthly sales shall be determined by assuming that the total sales during the preceding month were one hundred fifty percent (150%) of gross sales for the highest month in the preceding 12-month period. Any necessary adjustment in such Percentage Rent shall be calculated after an accurate report is delivered to the Director by Respondent for the month in question, and resulting surpluses or deficits shall be applied to Respondent for the next succeeding month. An accounting fee of \$100 per late monthly statement will be charged to Respondent and shall be payable by Respondent for the additional services required by City pursuant to this paragraph. This remedy shall be in addition to other remedies provided herein or by law to the City.

If Respondent fails to furnish to the Director an Annual Statement as required above, the Respondent shall pay within 10 days of written demand therefor by the City as a contractual charge of \$100 per month, or fraction thereof, until the Annual Statement is delivered to Director by Respondent. This remedy shall be in addition to other remedies provided herein or by law to the City.

G. Optional Facilities

The following optional facilities are examples of other opportunities Respondent may wish to propose:

1. Alternative Fuels

Respondents may reserve an area within their proposed plan for a future low or zero-emission alternative fuels bay along with the necessary infrastructure. In addition to planning a space for alternative fuels, Respondents may also propose site developments that would offer low or zero-emission alternative fueling in their proposal.

2. Car Wash

A car wash, if proposed, must be equipped with a credit card payment station.

3. Quick Food

Seating is encouraged along with corresponding parking spaces that will not interfere with the fueling station operation.

4. Other Retail /Services

Services can include, but are not limited to, dry cleaning and Wi-Fi.

005 - ADDITIONAL REQUIREMENTS

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to 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 50% of the proposal Minimum Annual Guarantee (MAG) or TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) whichever is greater. The Proposal Bond shall be valid for 240 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of 50% of the year 1 Minimum Annual Guarantee. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

Construction Bond

Construction Performance and Payment Bond is required for the capital improvement construction costs.

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is 15 years and the term will begin on the Date of Beneficial Occupancy (DBO).

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at The San Antonio International Airport, Terminal A Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216 at 2:00 p.m., Central Time, on Friday, December 6, 2013. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours will begin at the conclusion of the conference.

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

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

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

Submit one original, signed in ink, 6 copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

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

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

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

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/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

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

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

LITIGATION DISCLOSURE FORM. Complete and submit the 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.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS. Complete, sign and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1), found in this RFP as Attachment E. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to DBE Form 1. Complete, sign and submit the required ACDBE SAIA Letter of Intent for Federally Funded Contracts (DBE Form 2), found in this RFP as Attachment E. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFP Exhibit 10.

Respondents must submit a Narrative Statement which describes their:

Business Diversity Plan which should include, but not be limited to, the following types of information: commitment in addressing diversity; activities to be taken to assure equal employment opportunity for all persons, regardless of race, color, religion, age, national origin, citizenship status, or disability; and institutional strategies to ensure diversity.

Historical DBE/ACDBE utilization on previous contracts.

Efforts to achieve significant and meaningful diversity on this project team compilation.

PROPOSAL BOND. Submit proposal bond in the amount of 50% of the proposal Minimum Annual Guarantee (MAG) or \$25,000.00, whichever is greater. A Sample Proposal Bond Form is provided in RFP Exhibit 13.

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

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.

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.

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.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

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

010 - SUBMISSION OF PROPOSAL

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, six paper copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Gas Station Concession at the San Antonio International Airport**" on the front of the package.

Proposals must be received in the City Clerk's Office no later than **11:00 a.m., Central Time, on Wednesday, January 22, 2013** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the 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:

Office of the City Clerk
RFP for Gas Station Concession at the San Antonio International Airport
Attn: Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
RFP for Gas Station Concession at the San Antonio International Airport
Attn: Aviation Department
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder or other securely bound fashion. 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. 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 008, 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.

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

Correct Legal Name.

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

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

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for two hundred forty (240) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

011 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Local Time, on Wednesday, January 8, 2014**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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

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

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. 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 office regarding this RFP after the proposal due date is not permitted.

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm 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.

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

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (40 points)

Compensation (30 points)

Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (Pass/Fail):

ACDBE participation shall be evaluated based on the participation plan and other information submitted by Respondent as set forth in the DBE/ACDBE Program Overview & Requirements and DBE/ACDBE Form (RFP Exhibit 10 and RFP Attachment E).

Up to 10 percentage (10%) points based on Narrative Statement

Up to 10 percentage (10%) points based on Respondent's meeting the DBE/ACDBE goal.

- Percentage points will be based on the percentage of the goal met.
- Respondents meeting the goal will receive 10 points.
- Respondents attaining 50% of the goal will receive 5 points.
- Respondents attaining 25% of the goal will receive 2.5 points
- Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.

Financial Capability (Pass/Fail)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

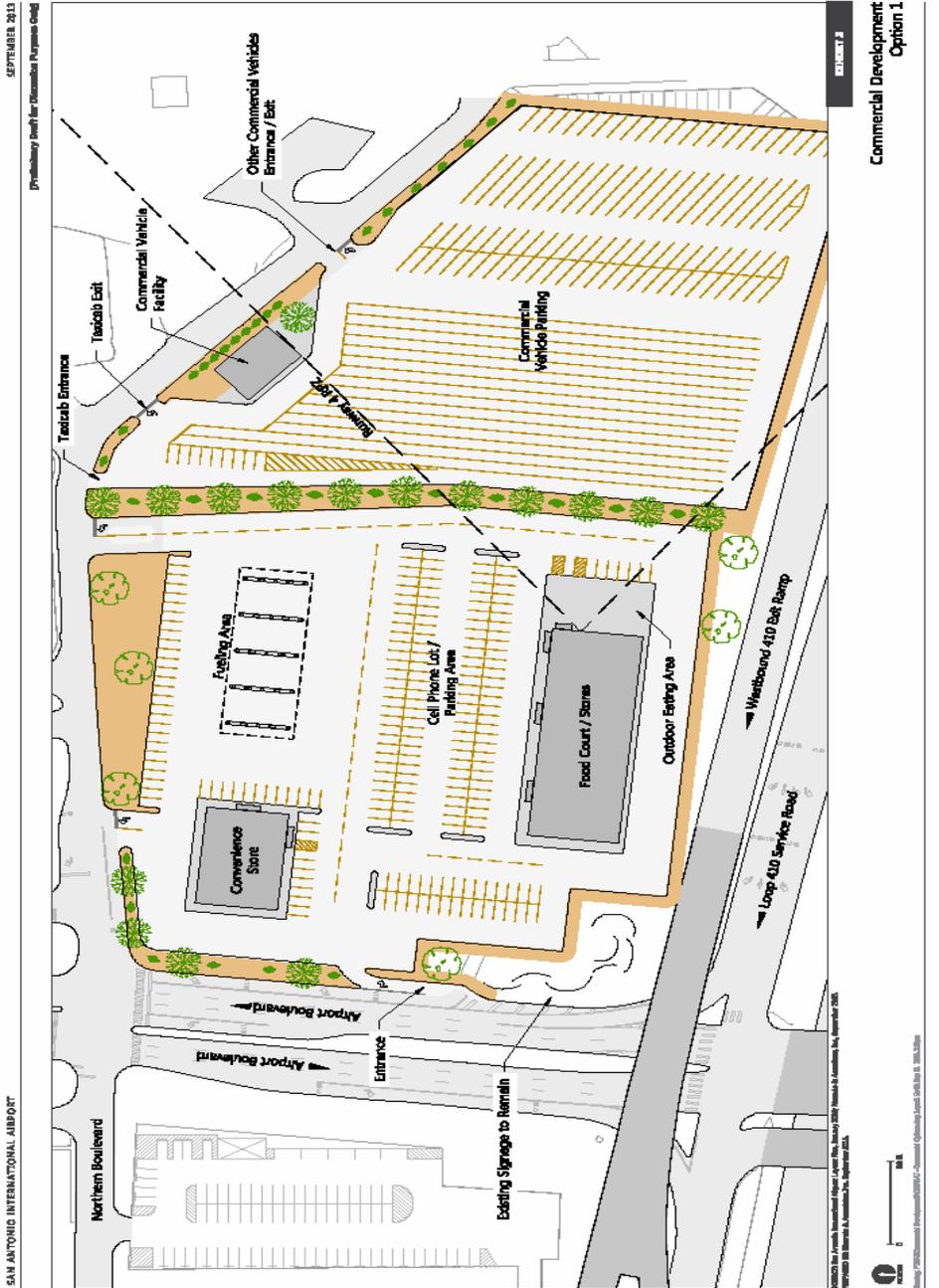
Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Wednesday, November 20, 2013
Pre-Submittal Conference	Friday, December 6, 2013 at 2:00 p.m.
Final Questions Accepted	Wednesday, January 8, 2014 at 2:00 p.m.
Proposal Due	Wednesday, January 22, 2014 at 11:00 a.m.

RFP Exhibit 2

[The following exhibits (Exhibits 2 – 8) are provided as examples of possible layouts.]

Commercial Development – Option 1



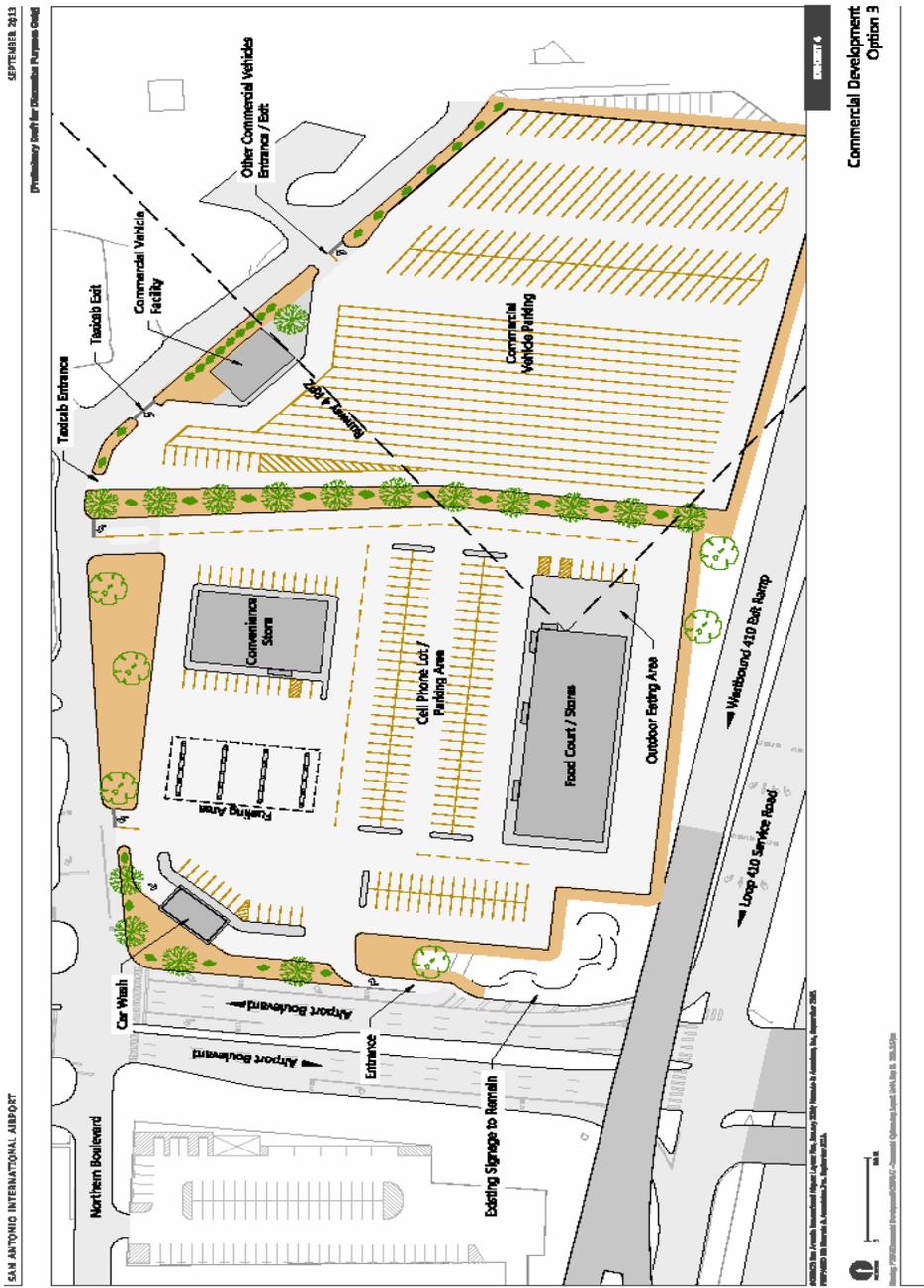
RFP Exhibit 3

Commercial Development – Option 2



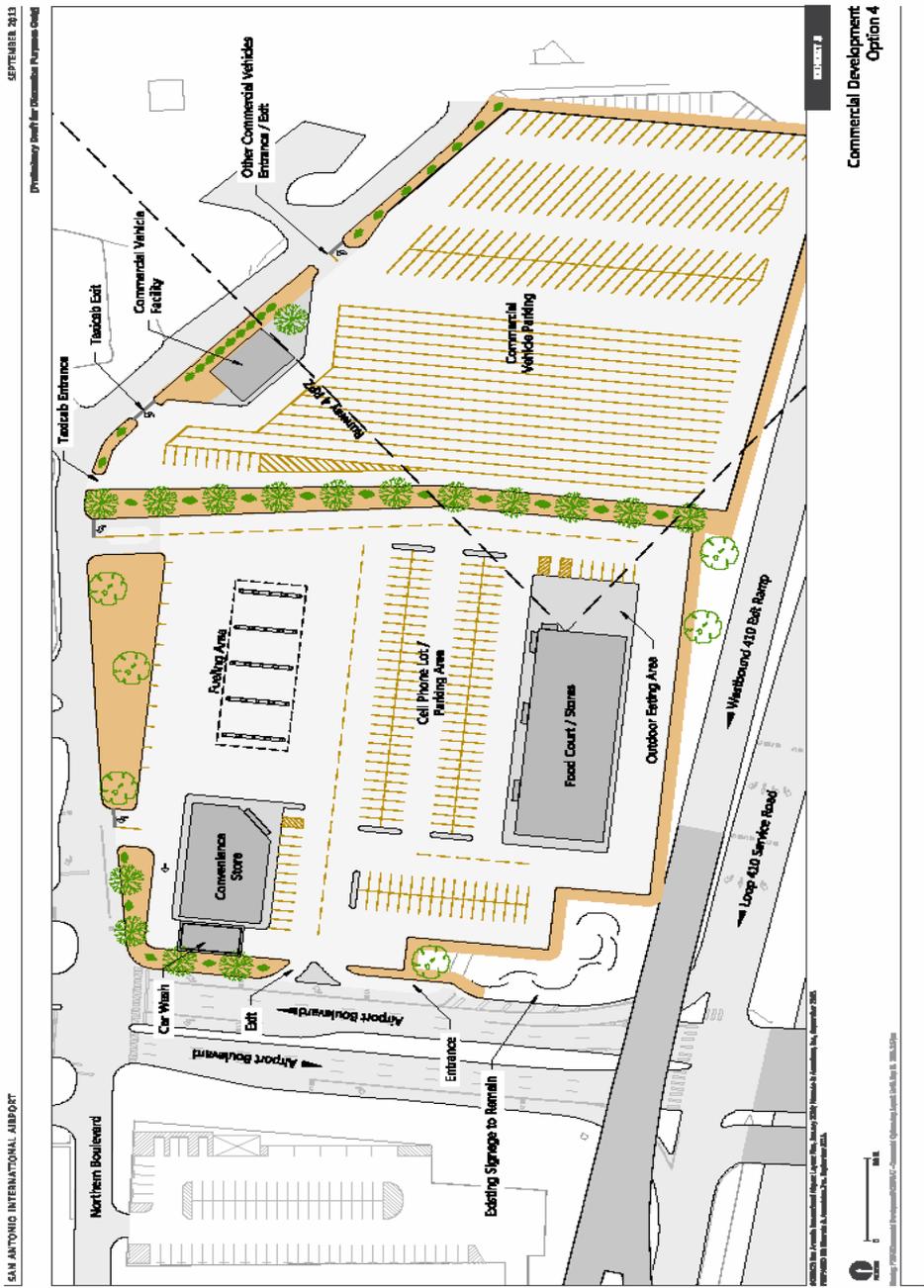
RFP Exhibit 4

Commercial Development – Option 3



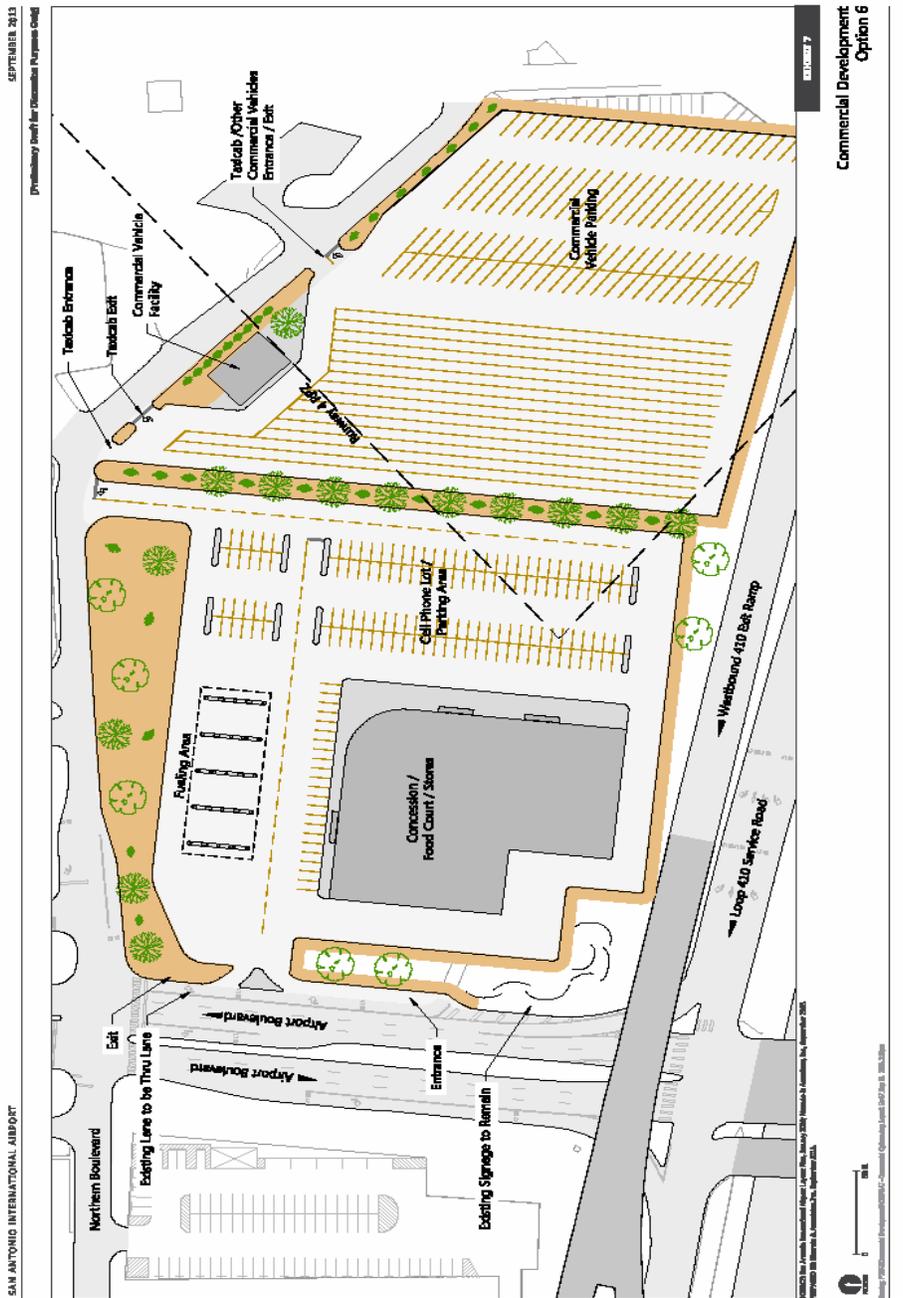
RFP Exhibit 5

Commercial Development – Option 4



RFP Exhibit 7

Commercial Development – Option 6



RFP Exhibit 8

Commercial Development – Option 7



RFP Exhibit 9

Phase I Environmental Site Assessment
(Posted as a separate document)

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL is based upon submittal to include but not limited to:

FOOD & BEVERAGE	31%
NEWS & GIFTS	20%
PASSENGER SERVICES	13%

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 following ACDBE goals are applicable to total gross revenues of this contract:

FOOD & BEVERAGE	31%
NEWS & GIFTS	20%
PASSENGER SERVICES	13%

Goods and Services

Respondents can meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the airport. SAT, and the businesses at the airport, shall make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises.

Management Contract or Subcontract:

Respondents can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. SAT, and the businesses at the airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions and to the base from which the respondent’s percentage goal is calculated. 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.

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 11

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

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled Gas Station 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. 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 City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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 whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, 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 d. Personal Injury e. Contractual Liability f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. g. Explosion, Collapse, Underground h. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 <u>General Aggregate</u> , or its equivalent in <u>Umbrella</u> or <u>Excess Liability Coverage</u> h. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Builder's Risk (if applicable)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. 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
* If Applicable	

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all 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

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 insured 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 City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

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.

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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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.

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.

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.

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

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

RFP Exhibit 12

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

Respondent covenants and agrees to **FULLY INDEMNIFY, DEFEND 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 Respondent's activities under this Agreement, including any acts or omissions of Respondent, any agent, officer, director, representative, employee, consultant or subcontractor of Respondent, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, the City 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 AGREEMENT.** 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. Respondent shall promptly advise the City in writing of any claim or demand against the City or Respondent known to Respondent related to or arising out of Respondent's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Respondent's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Respondent of any of its obligations under this paragraph.

It is the express intent of the parties to this agreement, that the indemnity provided for in this Article, is an indemnity extended by Respondent 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 Article 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. Respondent 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.

ENVIRONMENTAL COMPLIANCE

Respondent shall, in conducting any activity or business on the premises housing the gas station concessions operations ("Premises"), including environmental response or remedial activities, comply with all environmental laws, including, but not limited to, those regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants, and all laws, regulations and notice requirements pertaining to releases or threatened releases of hazardous materials, toxic chemicals, special wastes or other contaminants into the environment. Respondent shall not cause the release, or permit its employees, agents, permittees, contractors, subcontractors, sublessees, or others in Respondent's control, supervision, or employment, to release (whether by way of uncapping, pouring, spilling, spraying, spreading, attaching or otherwise), into or onto the Premises or any other location upon or above the Airport (including the air, ground and ground water thereunder and the sewer and storm water drainage systems thereon), any quantity of hazardous substances (as defined or established from time to time by applicable local, state, or federal law and including, among other things, hazardous waste and any other substances that have been or may in the future be determined to be toxic, hazardous or unsafe). To the extent any such release may exceed quantities or volumes permitted by applicable federal, Texas or local law, Respondent shall immediately notify the Aviation Director, Texas Commission on Environmental Quality ("TCEQ"), and Local Emergency Planning Committee, as may be required under the federal Emergency Planning and Community Right to Know Act. The Respondent, or any occupant of Premises, shall be responsible for compliance with said Act, in the event of any such release.

Respondent shall remedy any release or threatened release caused by Respondent's operations at the Airport, as described above and, whether resulting from such release or otherwise, remove any hazardous materials, special wastes

and any other environmental contamination caused by Respondent on, under or upon the Premises, as may be required by a governmental or regulatory agency responsible for enforcing environmental laws and regulations. Such work shall be performed, at Respondent's sole expense, after Respondent submits to City a written plan for completing such work. City shall have the right to review and inspect all such work at any time, using consultants and representatives of its choice, at City's sole cost and expense. Specific cleanup levels for any environmental remedial work shall be designed to meet all of the applicable environmental laws and regulations, to the satisfaction of the appropriate government or regulatory agency responsible for enforcing environmental laws and regulations.

Respondent agrees to **DEFEND, INDEMNIFY and HOLD HARMLESS** City, its elected and appointed officials, officers, agents and employees, from and against any and all reasonable losses, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, costs, expenses, enforcement actions, actions or causes of action, fines and penalties, arising as a result of action or inaction of Respondent, its employees, agents or contractors, in connection with the release, threatened release or presence of any hazardous material, contaminants, or toxic chemicals at, on, under, over or upon the Premises and Airport, whether or not foreseeable, regardless of the source or timing of occurrence, release, threatened release, presence or discovery of same. The foregoing indemnity includes, without limitation, all reasonable costs at law or in equity for removal, clean-up, remediation and disposal of any kind, as well as all reasonable costs associated with determining whether the Airport is in compliance, and causing the Airport to be in compliance with, all applicable environmental laws and regulations and all reasonable costs associated with claims for damages to persons, property or natural resources. In the event that City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Premises caused by the action or inaction of the Respondent, Respondent shall defend City and indemnify and hold harmless City from any reasonable costs, damages, fines and penalties resulting therefrom.

In addition to any other rights of access herein regarding the Premises, City shall, upon reasonable notice, have access thereto in order to inspect and confirm that the Respondent is using same in accordance with all applicable environmental laws and regulations.

Respondent, at City's request, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the non-privileged documents and materials Respondent has prepared pursuant to any environmental law or regulation, which may be retained by City or submitted to any governmental regulatory agency; provided, such documents and materials relate to environmental regulatory compliance and pertain to the Airport or the Premises. If any environmental law or regulation requires Respondent to file any notice or report of a release or threatened release of regulated materials on, under or about the Premises or the Airport, Respondent shall promptly submit such notice or report to the appropriate governmental agency and simultaneously provide a copy of such report or notice to City. In the event that any written allegation, claim, demand, action or notice is made against Respondent regarding Respondent's failure or alleged failure to comply with any environmental law or regulation, Respondent, as soon as practicable, shall notify City in writing and provide same with copies of any such written allegations, claims, demands, notices or actions so made.

The parties to this Agreement, including the tenants or sublessees who may enjoy a future right of occupation through Respondent, acknowledge a right and a duty in City, exercised by the Aviation Director, to review safety and potential environmental impacts of any proposed operation, business, maintenance or other activity of the Respondent and its sublessees. To this end, said Aviation Director shall have authority to disapprove an activity of the Respondent and/or any sublessee, on the basis of a risk assessment. The parties understand that Airport premises are not intended for use involving refining, processing, manufacturing, maintenance, overhaul, or similar heavy industrial activities entailing use, storage, manufacture, or transport of critical volumes of regulated or hazardous materials or toxic chemicals. For purposes of this Agreement, "critical volumes" are those which, in the discretion and judgment of the Aviation Director, pose or may pose an unreasonable risk to Airport property, its occupants, employees or the traveling public. Discretion and judgment are reserved to the Aviation Director due to the fact that combinations and proximity of such materials are synergistic. The Aviation Director's decision in this regard is final, and said Director shall exercise such review prior to any lease or sublease, from time to time, as he may deem necessary for appropriate risk assessment of existing leases and subleases.

RFP Exhibit 13

SAMPLE PROPOSAL BOND FORM

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Proposer)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of 50% of the proposal Minimum Annual Guarantee (MAG) or TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), which ever is greater, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Gas Station Concession at the San Antonio International Airport.

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

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

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

By: _____
(Principal)

(Signature and Title)

*By: _____
(Surety)

(Attorney-in-fact)

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

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

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

016 – RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's qualifications and experience in providing Gas Station Concession services required in this RFP. Include the following in your response:
 - a. Number of years engaged in providing retail fueling services.
 - b. Total gross revenues generated over the past three (3) years.

2. Provide an Organizational Chart which reflects corporate, regional, and local support for the proposed Gas Station Concession. For each project team member shown in the Organizational Chart, provide the following information using a maximum of 2 pages per person:
 - a. Name
 - b. Title
 - c. Role in Respondent's proposed Gas Station 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
 - 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, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.

5. Respondents, including a majority interest of joint venture partner(s) as appropriate, must provide evidence with proposal submittal, that it meets the Minimum Qualifications.

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

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit responses to address the following items.

1. Proposed Gas Station Concession Concepts. Describe Respondent's proposed plan for the Gas Station Concession to include the following:
 - a. Floor Plan of the Gas Station Concession showing the proposed configuration of the program including concept/brand for each of the proposed locations. Mark each location with a unique Space ID #. (Example: gas station, convenience store, fast food store, etc.)
 - b. Each Respondent must submit a description of the proposed concepts in sufficient detail to clearly define each proposed concept:
 - Concept development
 - Innovation of overall concession unit theme, uniqueness, and creativity
 - Methodology for determining balance of national name brands and local/regional concepts
 - Methods to monitor and implement future trends in the industry
 - Visual presentation of food offerings
 - c. Concept Descriptions
 - d. National Name Brands, Local Concepts, and Local Operator Participation
 - e. Main Menu Offerings for concession and/or fast food establishment
 - f. Healthy Choice Menu Offerings for concession and/or fast food establishment;
 - g. Sample Menu Prices
 - h. Each Respondent shall provide copies of the proposed menu and pricing for each concept and a corresponding street location(s) menu(s), if any. Menu prices may not exceed prices at the corresponding street location(s).
 - i. Each Respondent shall identify the role of each identified partner and copies of all agreements and letters of intent (including terms and conditions) the Respondent has with its proposed partners.
2. Layout of Site Plan. Describe Respondent's plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:
 - a. 11" by 17" architectural renderings of the interior and exterior of each proposed space, including: fixtures, general color scheme, interior and exterior signage and graphics, and overall design concept of Gas Station Concession.
 - b. 11" by 17" layout/space plans for all proposed units depicting service counter area, seating area, and preparation and storage areas.
 - c. Interior and exterior photographs of the Respondent's and its proposed partner's existing gas station operations.
 - d. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities within an airport environment (including resumes and project experience).
3. Design and Construction Phasing Plan. Include the following:
 - a. By location, provide timeline and construction completion and opening dates for each space.

NOTE: Upon selection, City and Selected Respondent will negotiate final construction phasing schedule.
4. Operations Plan. Plan must include the following for each proposed concept.

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

RFP ATTACHMENT B

COMPENSATION SCHEDULE

In consideration of the rights and privileges to be granted to the selected Respondent by the City, the selected Respondents will pay to the City, on an annual basis, Ground Rent and Non-Ground Rent.

1. **Ground Rent shall be set at \$1.00 per square feet per year and increase every five (5) years at the rate of 15%.**
2. **Non-Ground Rent (the greater of the following a or b):**

a. Proposed Minimum Annual Guarantee (MAG):

Indicate the MAG you propose to pay the City during the first lease year of the Contract Term.

Payment to City - Proposed Minimum Annual Guarantee Commission on Sales (MAG):	\$ _____
---	----------

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

b. Proposed Percentage Rent on Gross Receipts

Respondents may propose flat or tiered Percentage Rent. Percentage Rent can be for all sales or different percentages for different product types. Fuel can be either a percentage rent or "cents" per gallon delivered (or sold). If bidding a tier, insert chart showing sales level and corresponding percentages.

Sales Category	<u>Gross Receipts</u>	<u>Percentage Rate</u>	<u>Percentage Rent Due on Gross Retail Receipts</u>
Fuel	@ _____	X _____	= _____
Food & Non-Alcoholic Beverages	@ _____	X _____	= _____
Alcoholic Beverages	@ _____	X _____	= _____
Lottery Tickets	@ _____	X _____	= _____
News & Gifts	@ _____	X _____	= _____
Other (Specify)	@ _____	X _____	= _____

Amount Due on Total Gross Sales

--

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

DBE/ACDBE FORMS

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

(DBE/ACDBE FORM 1)

NAME OF PROJECT: Gas Station Concession

RESPONDENT INFORMATION:

Name of Respondent: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? Yes No

Type of Certification: DBE/ACDBE MBE WBE AABE SBE

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

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

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

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

(Use Additional Sheets if Necessary)

If goal was met, skip to Item 9

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contract by choice of 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 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: _____

NAME OF PROJECT:

Gas Station Concession

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

Respondent, and co-respondent, if any, must complete City’s Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

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

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 11 & 12.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

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 must submit a letter indicating that Co-Respondent is a party to Respondent’s proposal and agrees to these representations and those made in Respondent’s proposal. While Co-Respondent does not have to submit a copy of Respondent’s proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT G

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Compensation Schedule RFP Attachment B	
Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
DBE/ACDBE Requirements: * DBE/ACDBE Forms RFP Attachment E, Good Faith Effort Plan DBE Form 1 & SAIA Letter of Intent DBE Form 2 Associated Certificates, if applicable RFP Exhibit 10, Joint Venture Documentation Narrative	
Proposal Bond and Associated Power-of-Attorney RFP Exhibit 13	
Proof of Insurability (See RFP Exhibit 11) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
One (1) Original, 6 paper copies, and one (1) CD of entire proposal in PDF format	

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