

CITY OF SAN ANTONIO

AVIATION



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

for

AIRPORT VENDING MACHINE CONCESSION

RFP 014-030

Release Date: APRIL 23, 2014
Proposals Due: MAY 23, 2014

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002 – BACKGROUND

The City of San Antonio, Department of Aviation (“City”) seeks proposals from experienced and qualified Respondents to provide and operate a high quality snack and beverage vending machine concession. Selected Respondent shall be responsible for providing all equipment and supplies, installation, operation and maintenance required to successfully support the Airport Vending Machine Concession at the San Antonio International Airport (“SAT”) and Stinson Municipal Airport (“SSF”).

A. Airport Information

1. Overview

Owned and operated by the City of San Antonio, SAT serves over 8.2 million users annually. The Department of Aviation strives to run a safe and efficient airport while reflecting the unique, friendly character of San Antonio. Currently SAT is comprised of two terminals. Terminal A has 16 passenger loading gates and Terminal B has 8 passenger loading gates.

Ten scheduled passenger airlines currently operate from SAT and provide direct service to more than 35 cities within domestic and international markets including Mexico. In 2013, there were approximately 256 daily domestic and international departures and arrivals. Total enplanements at SAT are projected to increase at an average annual rate of 0.5%.

2. SAT Terminal A

Terminal A has various retail and snack/beverage concessions located on the upper level. The Baggage Claim area is located on the lower level. The lower level includes rental car concessions, airport shuttle and the Federal Inspection Station area for international arrivals.

Terminal A Statistics

Departing / Arriving Passengers (2013)	5.7 million
Airlines	AeroMexico, AirTran, Alaska, Delta, Interjet, Southwest, US Airways, Volaris

3. SAT Terminal B

Terminal B has various retail and snack/beverage concessions on the upper level. The Baggage Claim section is located on the lower level. Signage directs passengers to rental car concessions located in Terminal A

Terminal B Statistics

Departing / Arriving Passengers (2013)	2.5 million
Airlines	American, United

4. Stinson Municipal Airport (SSF)

Stinson is the General Aviation Reliever airport for San Antonio International. There is space for one café in the terminal currently under review. The following tenants are located in the Stinson terminal building: Palo Alto College’s Aviation program, Alamo Helicopter Tours, Department of Public Safety and CITY aviation staff.

Stinson Statistics

Air Operations (2013)	91,377
Based Aircraft (2013)	119

B. Vending Machine Program

The goals of the Airport Vending Machine Program are to enhance passenger and visitor amenities at SAT and SSF by providing: 1) high quality snack and beverage vending machines that are conveniently available to passengers, visitors, and employees; 2) fair prices; 3) opportunities for disadvantaged businesses; and 4) maximum revenues for the City consistent with the other objectives for the Program and a fair profit for the selected Respondent.

The Aviation Department is also looking for creative and unique ideas involving VMU designs and exterior graphics to customize VMUs to reflect the flavor of San Antonio and the South Texas Region. A current trend in the vending industry, seen in other domestic airports, is printing exterior graphics for the front of VMUs and enclosures, displaying regional concepts, events, and seasonal greetings.

In addition, the City supports a spectrum of health and wellness interventions to counter the growing rates of obesity and diabetes. One effort within the community is to promote healthier foods, snacks, and beverages where residents live, work, study, and play. Healthy vending is a way to build healthier snacking habits in the worksite and these habits can extend to the home and throughout the community. A summary of San Antonio’s Healthy Vending Guidelines is attached as Exhibit 1. All VMUs should feature items that meet the “healthiest” criteria as encouraged by the City of San Antonio. To be successful, Respondents should propose a means to encourage customers to select healthier items through the display, pricing and advertising of items in the VMUs.

The following table provides information regarding the current Vending Machine Unit (VMU) locations shown and/or listed in Exhibit 2.

Vending Machine Unit Locations
Public Vending
SAT Terminal A – Arrival Level Baggage Claim (2 machines)
SAT Terminal A – Arrival Level Cab Queuing (2 machines)
SAT Terminal A – Tunnel to Parking Garage (1 machine)
SAT Terminal B – Departure Level Near Chapel (2 machines)
SAT Terminal B – Arrival Level Baggage Claim (4 machines)
Stinson – Terminal building, lower level (3 machines)
Employee Only Vending
SAT – 12 machines in various City Employee areas.

Under the contract to be awarded pursuant to this solicitation, the Aviation Director (“Director”) will reserve the right to increase or decrease the number of VMUs to accommodate the traveling public. The Respondent shall not make location changes, or changes to the type or number of VMUs without prior written approval of the Director. All VMU displays are to be approved in advance by the Aviation Department. The Vending Machine Concession Program prohibits the sale and/or placement of commercial advertising on the VMUs. Corporate logos or brand names are not allowed. The Respondent shall submit all change requests in writing to the Director, setting forth the reason for such changes. The Director may, at his discretion, request such other materials and data as is reasonably believed to be pertinent in analyzing the request.

The City maintains the right to monitor and enforce quality standards for its concession operators. Areas for review will include, but not be limited to, cleanliness, maintenance, repair of equipment, casings or enclosures, quality of products, demeanor of employees, pricing, and overall responsiveness.

Sales results over the last five years are listed below.

Vending Machine Sales	
Year	Total Sales
2009	\$ 135,778
2010	\$ 124,364
2011	\$ 111,429
2012	\$ 118,047
2013	\$ 120,470
Total	\$ 610,088

C. Office Space

Selected Respondent will not have access to any Airport Terminal office, storage, or repair facilities; however, such facilities could be provided, if available, at prevailing rental rates. The current Airport Terminal Landside Building rental rate is \$94.41 per square foot annually and is subject to annual adjustment

003 - SCOPE OF SERVICE

The selected Respondent will provide a snack and beverage vending machine concession in approved locations at SAT and SSF. Specific services and equipment to be provided by the Selected Respondent shall include as a minimum but not be limited to the following:

1. The selected Respondent shall provide VMUs which offer only canned or bottled beverages (soft drinks, water, fruit juices, etc.) and pre-packaged products (candy, chips, cookies, gum, pastries, etc.).
 - a. **Beverage Machine** that vends soda, juice, and/or water in cans or bottles.
 - b. **Snack Machine** that carries standard popular brands of candy bars, gum, mints, bagged snacks, and pastries.
2. The Selected Respondent must install, maintain, and operate equipment at its sole cost and expense, including but not limited to, the costs of VMU locations, any construction related to installation, utilities, and all parts and supplies.
3. The Selected Respondent must comply with all rules and regulations, and coordinate its activities with the appropriate Aviation Department staff including, but not limited to, any design and construction related to the installation of VMUs.
4. The Selected Respondent must comply with the following regarding products and healthy selection:
 - a. Healthier selections should be staged at the eye level of the consumer with these items placed within the top 2/3 of the VMU.
 - b. Nutritional information or a list of healthier selections must be posted on the machine. Section 4205 of the Affordable Care Act requires disclosure of calorie and other nutritional information to include nutritional labeling requirements to help consumers make more informed choices about the nutritional content of the food they purchase.
 - c. Pricing of items meeting the healthier selection criteria should be sold at the same or at a lower price than items not meeting the standards.
 - d. Snack Product Mix: The City requires that a minimum of 75% of the selections in a VMU meet the nutritional criteria listed below and be designated as "healthier" selections. The other 25% of selections may be made up of items that do not meet the recommended nutritional criteria. Exhibit 1 provides additional information on the program.

Healthier snack options may include:

- *Nuts, seeds, and whole/dried fruits
- *Non-fat or low-fat yogurts that are less than 200 calories per package
- *Skim or low-fat cheeses that are less than 200 calories per package
- Any other snack items that do not exceed the maximum per package limits:

- 200 calories
- 35% calories as Fat
- 10% of calories as saturated fat
- 35% of calories as sugar
- 250 milligrams (mg) of sodium per package

*Nuts, seeds, whole/dried fruit, cheeses and yogurts do not need to meet the fat and sugar criteria, but must be less than 200 calories per package.

Healthier selections may not include:

- Fried foods
- Chips

Freshness dates should be prevalent on all items.

e. Beverage Product Mix: The City's nutrition program recommendations for vending beverages are listed below:

Seventy five percent (75%) of the beverages in the VMU will be from the product mix outlined below:

- 100% fruit juice and/or vegetable juice
- Plain or carbonated water
- Non-carbonated calorie free
- 1% or non-fat white milk, if feasible
- Diet soda

5. **VMU Equipment Specifications** – All VMUs shall be new in appearance, in good operating condition, Energy Star rated, and in no event be older than 18 months at the time of contract award. (Proof of purchase date will be required for all machines). All VMUs must comply with Americans with Disabilities Act (ADA) guidelines. The Director of Aviation reserves the final right of approval or disapproval of all VMUs prior to installation. Further, the Aviation Department retains the right to require the Respondent(s) to replace any machine(s) that does not meet the Aviation Department's standards in terms of appearance, function, etc.

- a. All VMUs shall be equipped to accept currency, coins, and credit cards. All VMUs shall be equipped with a metering system, such that it includes an internal electronic non-resettable cash sales meter.
- b. The current locations designated for VMUs have existing electrical outlets. The Selected Respondent may obtain without charge a supply of electricity, where applicable, for operation of its VMUs, provided that existing outlets and plumbing hook-ups are adequate for this purpose. In the event that new areas are designated or existing outlets and plumbing hook-ups are inadequate, electrical and plumbing hook-ups and all associated costs will be the sole responsibility of the Respondent.
- c. All VMUs shall have closed bases and slanted tops to minimize accumulation of debris and, in public areas, enclosed alcoves with enclosures or casings that are compatible with the adjacent terminal finishes. The enclosures or casings shall be of a material and color that is approved by the Aviation Department. The enclosures shall be sturdy in material and act as an outside frame to the designated machines.
- d. The VMU wheels must be made of non-marring material and have locks to restrict movement. The frame of the VMU must be of maximum corrosion resistance.
- e. The VMU should include bumpers to protect walls, doors, counters, display fixtures, etc. from damage caused by movement of the VMUs.
- f. VMU signage and/or visual displays must adhere to the graphic standards of the Aviation Department and indicate the following information:
 - i. Simple instructions to guide customers through the purchase process in multiple languages. At a minimum, the VMUs should provide instructions in English and Spanish.
 - ii. 24-hour customer service assistance through a toll-free telephone number posted on all VMUs.
 - iii. Identifying numbers and instructions indicating how refunds may be obtained.

6. **Operational Requirements** – Servicing of VMUs shall include, but not be limited to:
- a. Selected Respondent shall service and fill the VMUs at intervals, which guarantee the machines are full and the products are fresh. Upon notification by a City representative that a machine is empty or low in inventory, the machine must be serviced/stocked within 4 hours of the notification. Selected Respondent must maintain an agreed upon minimum stock of product at all times.
 - b. Selected Respondent shall keep the VMUs in good working order and shall be serviced at intervals to guarantee the machine functions properly, and is kept in new or like new condition.
 - c. Selected Respondent will, at its own expense, provide all cleaning, repair, and maintenance service for its VMUs. The Selected Respondent shall keep the machine, floor area immediately under and around the machine, and the wall behind the machine, in a clean and sanitary condition. The Selected Respondent shall keep each enclosure, every side including the top, in a clean and sanitary condition, free of dust, dirt, and grime. Machines and enclosures shall be cleaned every time a machine is restocked.
 - d. Selected Respondent will, at all times, employ a sufficient number of personnel necessary to ensure prompt, courteous, and efficient service while ensuring prompt service will be rendered to travelers using the Airport. Employees must be clean, neat in appearance, uniformly attired, (with appropriate identification badge displaying no less than Selected Respondent and employee name), and courteous at all times.
7. **Pricing** – In accordance with the Airport’s street pricing policy, Selected Respondent must charge customers reasonable rates for the product which may not exceed the amount charged by off-airport VMUs in the San Antonio Area. Respondent must use their own off-airport locations to determine street pricing. During the term of the Agreement, the Selected Respondent must obtain the prior written approval of the City before making product price changes. Any request for price increases must be justified, based on increased costs. VMUs located in employee areas are not subject to commission percentage and pricing should reflect same.
8. Selected Respondent must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act of 1990 and all regulations thereunder.
9. Selected Respondent must comply with all security regulations and requirements as may be promulgated by the Federal Aviation Administration (“FAA”), Transportation Security Administration (“TSA”), the City or any other governmental unit with jurisdiction. It is understood that the requirements of the FAA, TSA, or City regarding security matters may change from time to time, and the selected Respondent shall comply with all such requirements. Any amount paid by the City for security violation(s) by the Selected Respondent shall be reimbursed to the City by Selected Respondent.
10. Selected Respondent must ensure that all of its employees obtain an Airport-issued ID Badge (See Exhibit 3). The selected Respondent shall conduct and assure the City that each of its employees have a background check, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding ten years.
11. **Utility Requirements** – Selected Respondent must adhere to the following utility service requirements:
- a. Submit plans for the installation or extension of wire, cables, equipment and the like associated with utility, electric and data service for approval by the designated City representative(s) prior to the commencement of work thereon.
 - b. Bear all expenses associated with the extension of electric, data or other utility service(s) from existing termination points or installations to the locations of VMUs.
 - c. Coordinate with the designated City representative prior to the commencement of work.
 - d. Arrange to be directly invoiced for costs associated with use of all utility services, including data services necessary to the operation of the VMUs, with the exception of electric service, and make timely payment thereafter.

(NOTE: The City shall pay customary charges for electricity used in the operation of VMUs.)

12. **Compensation to the City**

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

- a. Minimum Annual Guarantee (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 payables (consisting of both prior year MAG and percentage rent). In no event shall MAG be less than the MAG proposed for Lease Year 1.
- b. Percentage Rent:

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

Vending Machine Location	Minimum Acceptable Percentage Fee Rate
Terminals A and B	12%

The greater of one-twelfth of the Minimum Annual Guarantee (MAG) or Percentage Rent must be received on or before the 15th day of the month following the reporting period.

13. **Financial Management, Records, Audit**

The selected Respondent shall be responsible for the following:

- a. 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 sub-concessionaire, 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 three (3) 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. 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.

b. Respondent shall deliver to the City:

- i. 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
- ii. 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 Selected Respondent from the Premises during the preceding Lease Year including an itemization of any exclusions or deductions made in accordance with the definition of Gross Receipts, the payments of Guaranteed Rent, Percentage Rent and Additional Rent paid among other matters. Respondent and CPA shall certify in its Annual Statement that
 - Such statements have been prepared in accordance with the terms of this Agreement and GAAP,
 - That all revenues derived from Respondent's activities hereunder which are required to be included in Gross Receipts have been so included, and
 - That all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Agreement.

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.

c. 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.

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 month for each 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 therefore 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.

004 - 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 proposed Minimum Annual Guarantee (MAG) or TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) 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.**

For hard copy proposals, the proposal bond must accompany the proposal.

Performance Bond

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

005 - TERM OF CONTRACT

The Lease and Concession Agreement will become effective and binding upon execution by the City. The Term will commence on the Effective Date and shall expire on the fifth anniversary on which the City delivers the Leased Space, allowing for a construction period, to the selected Respondent, if applicable.

Prior to delivery of the Space, the selected Respondent will be required to submit an installation schedule ("Operation Plan") to the Director of Aviation ("Director") for approval. The City will require the VMUs to be open for business in accordance with the selected Respondent's approved Operation Plan. If all the VMUs are not installed in a timely manner, according to the Respondent's approved Operation Plan, then the City may begin assessment of the Minimum Annual Guarantee (MAG).

006 - 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 May 5, 2014.** Respondents are encouraged to prepare and submit their questions in writing 2 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. 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.

007 - 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.

If submitting a hard copy proposal, submit one original, signed in ink, 5 paper 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 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. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFP Attachment E.

PROPOSAL BOND. Submit proposal bond in the amount of 50% of the proposed First Year Minimum Annual Guarantee (MAG) or \$2,500.00, whichever is greater.

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

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

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.

008 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by addendum. It is Respondent's responsibility to check for addendums until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as amended.

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

009 - SUBMISSION OF PROPOSAL

Proposals may be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, 5 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, "**Airport Vending Machine Concession**" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on May 23, 2014** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Aviation Department "Vending Machine Concession"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: Aviation Department "Vending Machine Concession"
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. If submitting a hard copy, 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 aids, 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, in the case of hard copy submissions, 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 or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 007, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. 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. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

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.

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.

010 - 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.**, Central Time, on **May 9, 2014**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

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.

011 - 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 Airport Concessionaire Disadvantaged Business Enterprise Program Requirements and Forms (Response Attachment D).

012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance and other items 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.

013 - SCHEDULE OF EVENTS

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

RFP Release Date	April 23, 2014
Pre-Submittal Conference	May 5, 2014 @ 2:00 p.m.
Final Questions Accepted	May 9, 2014 @ 2:00 p.m.
Proposal Due	May 23, 2014 @ 11:00 a.m.

014 - RFP EXHIBITS

RFP EXHIBIT 1

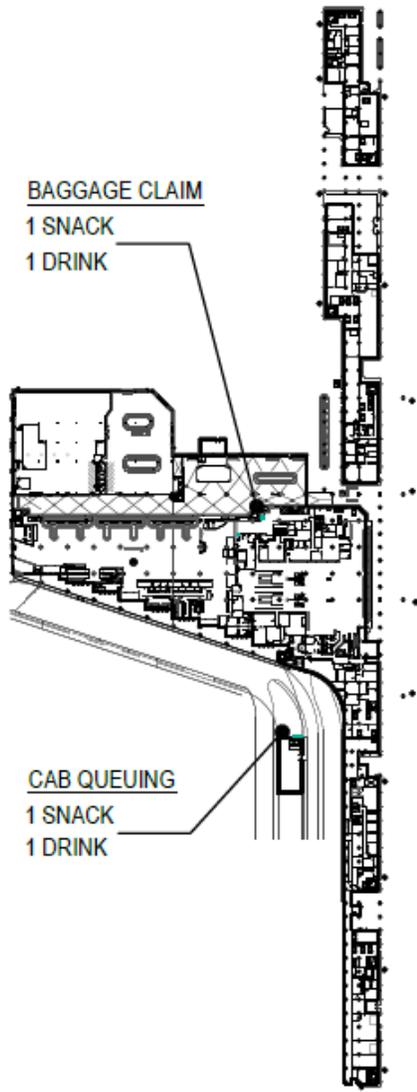
SAN ANTONIO HEALTHY VENDING GUIDELINES

(Posted as separate document)

RFP EXHIBIT 2

SAT TERMINAL A ARRIVAL LEVEL

Drawing Name: B:\Lease Exhibits\SAIA\CAD BASE drawings\TERMINALS- ARRIVAL LEVEL.dwg User: dd17510 Mar 12, 2014 - 11:21am



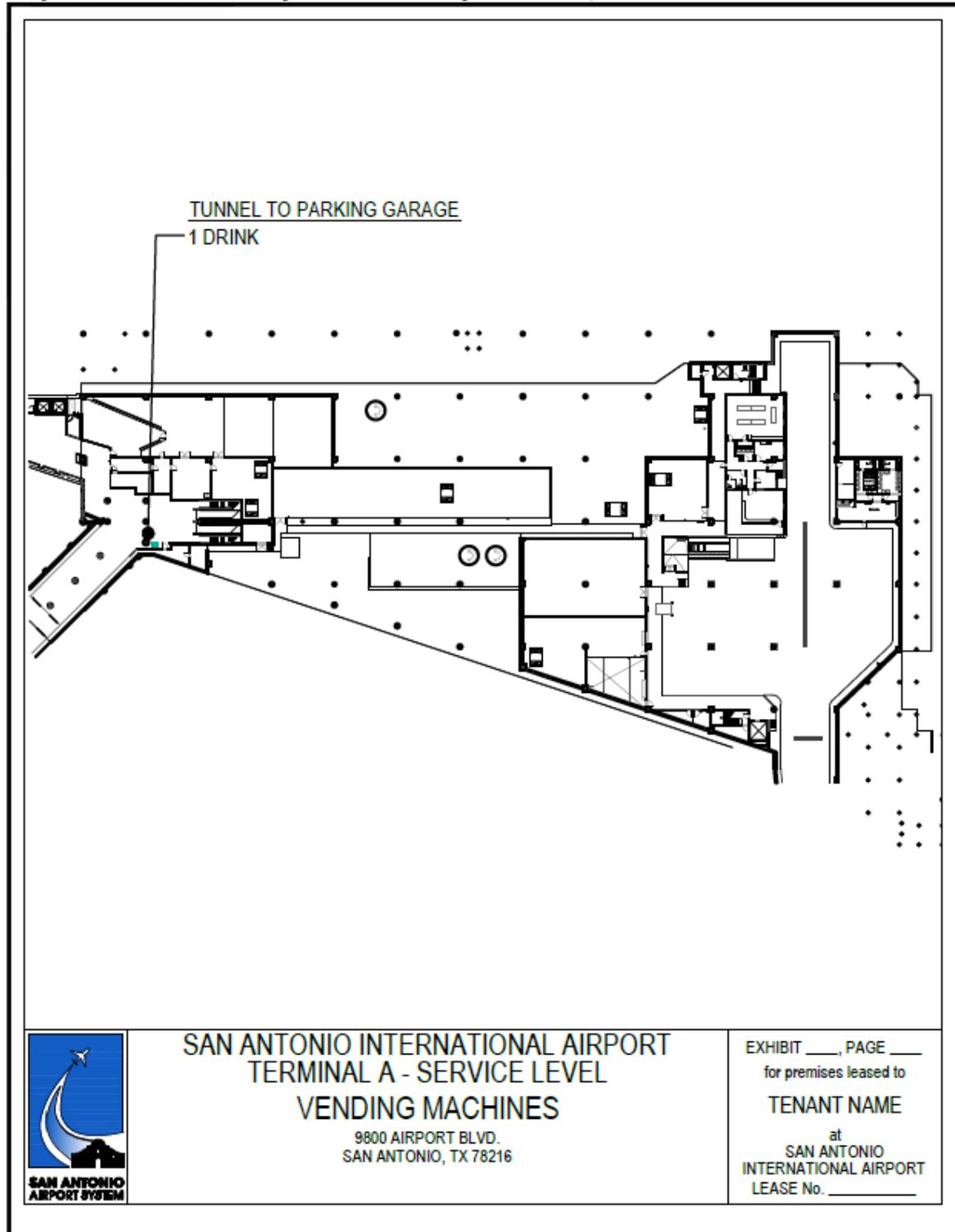
BAGGAGE CLAIM
1 SNACK
1 DRINK

CAB QUEUING
1 SNACK
1 DRINK

	<p>SAN ANTONIO INTERNATIONAL AIRPORT TERMINAL A - ARRIVAL LEVEL VENDING MACHINES</p> <p>9800 AIRPORT BLVD. SAN ANTONIO, TX 78216</p>	<p>EXHIBIT ____, PAGE ____ for premises leased to TENANT NAME at SAN ANTONIO INTERNATIONAL AIRPORT LEASE No. _____</p>
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SAT TERMINAL A SERVICE LEVEL

Drawing Name: B:\Lease Exhibits\SA\ACAD BASE drawings\TERMINALS- SERVICE LEVEL.dwg User: dd17510 Mar 12, 2014 - 11:32am



SAN ANTONIO INTERNATIONAL AIRPORT TERMINAL A - SERVICE LEVEL VENDING MACHINES

9800 AIRPORT BLVD.
SAN ANTONIO, TX 78216

EXHIBIT ____, PAGE ____
for premises leased to
TENANT NAME
at
SAN ANTONIO
INTERNATIONAL AIRPORT
LEASE No. _____

SAT TERMINAL B DEPARTURE LEVEL

Drawing Name: B:\Lease Exhibits\SA\ACAD BASE drawings\TERMINALS- DEPARTURE LEVEL.dwg User: dd17510 Mar 12, 2014 • 11:27am

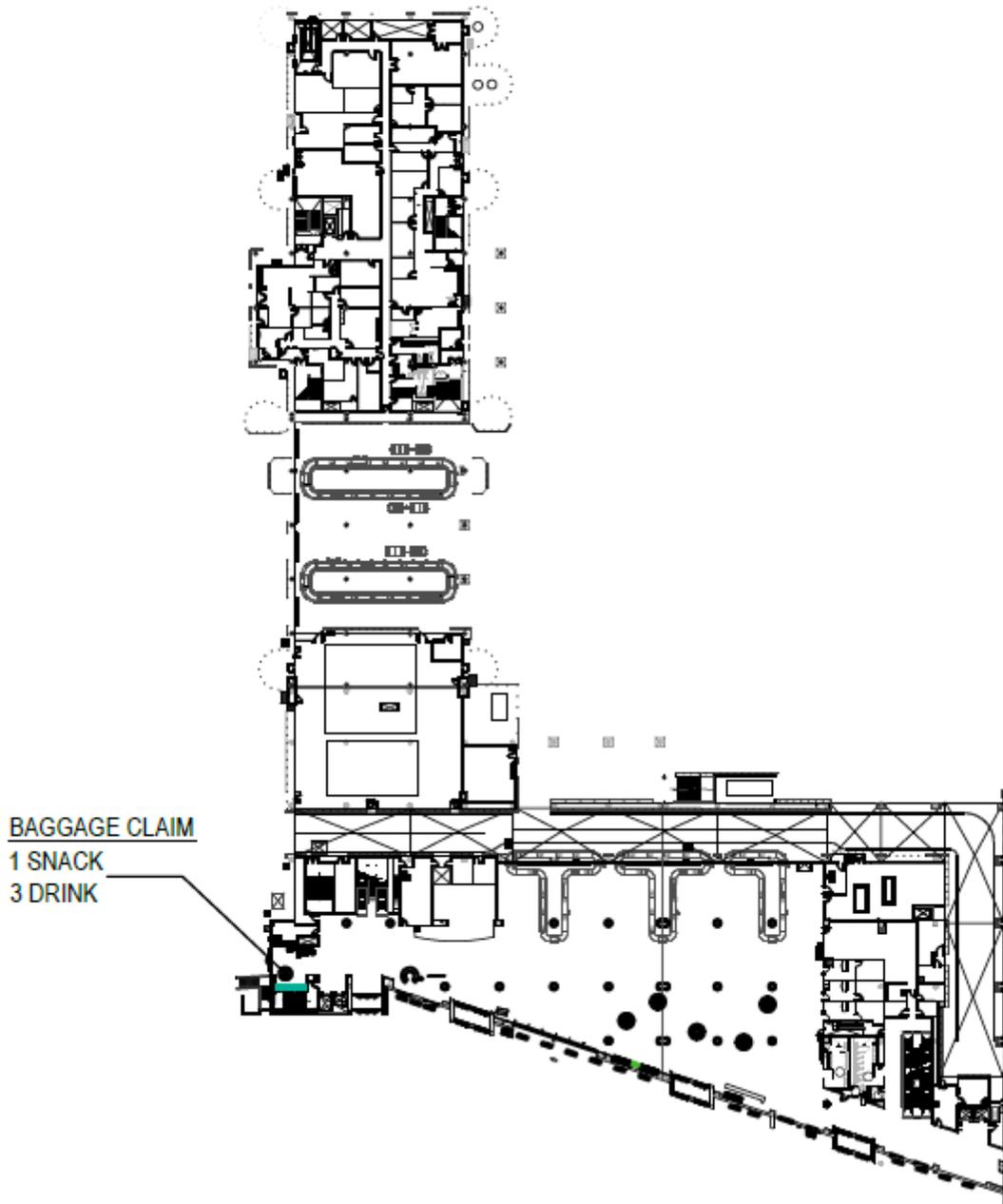
NEAR CHAPEL
1 SNACK
1 DRINK

SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL B - DEPARTURE LEVEL
VENDING MACHINE
9710 AIRPORT BLVD.
SAN ANTONIO, TX 78216

EXHIBIT _____ PAGE _____
for premises leased to
TENANT NAME
at
SAN ANTONIO
INTERNATIONAL AIRPORT
LEASE No. _____

SAT TERMINAL B ARRIVAL LEVEL

Drawing Name: B:\Lease Exhibits\SA\ACAD BASE drawings\TERMINALS- ARRIVAL LEVEL.dwg User: dd17510 Mar 12, 2014 • 11:20am



SAN ANTONIO INTERNATIONAL AIRPORT TERMINAL B - ARRIVAL LEVEL VENDING MACHINES

9710 AIRPORT BLVD.
SAN ANTONIO, TX 78216

EXHIBIT ____, PAGE ____
for premises leased to
TENANT NAME
at
SAN ANTONIO
INTERNATIONAL AIRPORT
LEASE No. _____

EMPLOYEE VENDING MACHINE UNIT LOCATIONS

12 Vending Machine Units

Number of VMUs	Type of VMUs	Location
3	1 Snack, 2 Drink	9800 Airport Blvd – Terminal A Mezzanine Administration Breakroom
2	1 Snack, 1 Drink	9800 Airport Blvd – Terminal A Basement Employee Breakroom
2	1 Snack, 1 Drink	457 Sandau – Building 1039 FOU, OPS, P&D Breakroom
3	2 Snack, 1 Drink	10223 John Saunders – Building 1154 Facilities Maintenance Breakroom
2	1 Snack, 1 Drink	9453 Airport Blvd – Building 1362 Parking Breakroom

RFP EXHIBIT 3

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

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Airport Identification Media (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas. Furthermore, any contractor assigned to the project who has a business related need to be present within the SIDA, Secured Area or Sterile Area for more than 14 days (consecutive or intermittently) must be processed for a SAT badge.

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

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA. A Top Hat may be obtained at SIDA vehicle gate #20 at the end of each work day.

The procedures to obtain an Airport Identification Media (badge) and/or an airport driver's license are as follows:

A) Airport Badge and ID Office

- 1) The Airport Security Badge and ID Office is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the Airport Security of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call Kenneth Barrett at (210) 207-3840 to arrange to become an Authorizing Signatory. The Authorized Signatory will be responsible for all Airport Identification Media (badges) to be issued to the Contractor's employees working on the contract. Mr. Barrett will send the appropriate link to the person in order to complete an application for badge processing. Once the application has been approved an appointment will be set to come to the Badge and ID Office for processing and training. Once the person has completed the required training they will then be authorized to approve applications for other Contractor employees under their responsibility. **Note:** If an employee of the Contractor has been convicted of any of the offenses listed in Exhibit I hereto, that employee will be immediately disqualified from obtaining a Airport Identification Media (badge) and will be ineligible to perform work at SAT.
- 3) All Airport Identification Media (badge) applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on their responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.

4) Currently, the badge processing fees are:

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

All fees are subject to change.

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a Criminal History Records Check (CHRC) and Security Threat Assessment (STA) must be completed before the Contractor's employees may attend the computer-based SIDA training class. The SIDA class takes approximately 1-1 ½ hours to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge will only be issued after the applicant successfully completes the SIDA class; Airport Security completes the CHRC and receives an approved STA. It may take anywhere from five (5) business days to four (4) weeks before the applicant may be issued a Airport Identification Media (badge).
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued Airport Identification Media (badge) to the Airport Security Badge and ID Office directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed. Each SAT badge that is not returned to the Airport Security Badge and ID Office is subject to a \$75.00 non-returned badge fee.
- 7) Any lost or stolen Airport Identification Media (badge) shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216.
- 2) It is the sole responsibility of the tenants, airlines or contractors to select the correct training course needed for their employees. There are two types of airfield training courses: non-movement areas and movement areas. Non-movement areas are aprons and parking areas in the Airport Operation Area (AOA). No ATCT clearance is required. Movement w/Restrictions: Taxiways as well as other areas using for taxiing aircraft and aircraft parking areas. ATCT clearance is required.
- 3) To obtain an Airfield Driver's License an employee must attend an Airport sponsored drivers training class and pass a written test at the end of each class with a 90% or better. The airfield driver license can only be issued to a person passing the test.
- 4) The non-movement classes are held on every Monday and Tuesday at 9:00 a.m. and Thursday at 1:00 p.m. The movement classes are held every Tuesday at 1:00 p.m. and Thursday at 9:00 a.m. All classes must be scheduled in advance. To schedule a class call Airport Operations at 207-3475.

5) A valid State driver's license and a SAT Security Identification Display Area (SIDA) badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be presented at the time of the class. The copy of all three items stated must be submitted to the AOO for record on file.

6) You must have radio contact with FAA Air Traffic Controller to receive clearance to cross taxiways at all times.

7) Airfield Driver's Training Program Fees:

Course Amount:

Non-Movement Area \$ 20.00

Movement Area \$ 25.00

Replacement License \$ 10.00

Expired License Penalty \$ 20.00

We will continue sending renewal notices approximately one month in advance to assure that drivers have enough time to schedule to attend the class prior to expiration.

8) For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.

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

10) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

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

11) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to the Airport Operations Office and notify Planning and Development and at the end of the return process so that the final payment to the consultants or contractors for the work involved can be processed.

12) Vehicles routinely operating within the Movement area shall have an operating yellow flashing light mounted on the uppermost part of the Vehicle.

EXHIBIT 1 TO RFP EXHIBIT 3

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

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

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

RFP EXHIBIT 4

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL FOR VENDING MACHINE CONCESSION is 0%

DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have “equality of opportunity” to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 applies to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.
- D. **Notification is hereby given that an ACDBE contract specific goal has been established on this contract.** The applicable ACDBE goal is 0% of the total gross revenues of this contract for **Vending Machine** Concessions. Any ACDBE attainment will count towards the San Antonio Airport System’s Race Neutral ACDBE attainment.
- E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (RFP Attachment D - **DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent’s good-faith efforts on future airport contracts.
- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved “*DBE/ACDBE Good-Faith Effort Plan*”. *Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract.* Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge, Building C-319, San Antonio,

TX 78230, (210) 227-4722 or fax (210) 227-5712 for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.

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

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

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

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

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

COUNTING JOINT VENTURES

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

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

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

RECONSIDERATION MECHANISM

The Aviation Department’s DBE/ACDBE Liaison will evaluate the “good faith efforts” of a firm. If after reviewing the good faith efforts submitted by Respondent, the DBE/ACDBE Liaison determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of

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

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

COMPLIANCE

If a Respondent is awarded a contract:

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

CONTRACT REQUIREMENTS

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

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 5

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 completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “**Airport Vending Machine Concession**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Property, including Improvements & Betterment Coverage	100% Replacement Value

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in

statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
Attn: Aviation Department – Concessions Management
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 insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

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

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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 the 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 6

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 (including, but not limited to, punitive, exemplary and consequential 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, intellectual property infringement, 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 the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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 advise the CITY in writing within 24 hours 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.

015 - 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: _____

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. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ 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 experience on three relevant projects similar to the scope of concession services contemplated by this RFP. List relevant operation and management experience by including the following:
 - a. Length of time providing vending services;
 - b. Total number of vending machines currently operated by your firm.
2. Describe Respondent's specific experience with providing vending services at other airports or venues and/or facilities similar to the Airport.
3. List key personnel who will be assigned and actively involved in the management and maintenance of the vending machines (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
5. 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.
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 the following items.

1. Operation Plan – Describe how Respondent proposes to provide the services listed in Section 003 - Scope of Services. Respondents shall also include a plan for providing any enhancements to services. Include a breakdown of locations and machine types Respondent proposes supported by the proposed MAG.
2. Respondent shall provide a detailed transition plan, to include a timeline for installation of vending machines through fully operational stage.
3. Respondent shall list all proposed transactions or functions that will be featured on each vending machine (include with submission, technical specifications for proposed vending machines). Also include a description of special design features for ADA compliance and Affordable Care Act requirements. Describe features Respondent plans to include to manage inventory levels and assess re-stocking needs.
4. Respondent shall provide photos of VMUs to be used.
5. Respondent shall describe proposed emergency and routine maintenance program to include reliability statistics (if available) for the proposed vending machines. State the standard response time for service calls.
6. Respondent shall describe proposed staffing plan to ensure efficient operation of vending machines including response to maintenance requests.
7. Respondent shall include a complete list of all proposed fees, surcharges and/or dollar amounts charged to the customer.
8. Respondent shall include a detailed list of proposed products including unit size/weights with corresponding prices and identify no more than 5 comparable off-Airport vending locations used in determining the proposed prices. Respondent must use their own off-airport locations to determine street pricing.
9. Respondent shall describe how the proposal defines Healthy Choices compliance.
10. Respondent shall describe their proposed accounting and managerial controls that will be used in order to prevent fraud and other types of losses.
11. Respondent shall provide proposed procedures for handling customer complaints and refunds.
12. Respondent shall provide exterior graphics to airport for review and approval if Respondent chooses to display regional concepts, events, and seasonal greetings.
13. 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 Respondent will pay to the City on an annual basis, the greater of Minimum Annual Guarantee (MAG) or proposed percentage rent on gross receipts.

- A. Proposed Minimum Annual Guarantee Rent (MAG):** Indicate the Minimum Annual Guarantee Rent (“MAG”) you propose to pay the City during the first year of the Contract Term.

Payment to City
Year 1 Minimum Annual Guarantee Rent (MAG) to City: \$ _____

The MAG for each subsequent year shall equal 85% of the prior year payable, but in no event shall be less than the first lease year MAG.

- B. Proposed Percentage Fee Rate(s):** The Percentage Rent is composed of Gross Receipts, calculated in accordance with the percentage rental rates proposed by selected Respondent and accepted by the City. The Percentage Rate must not be less than the Minimum Acceptable Percentage Fee Rate listed below.

Vending Machine Location	Minimum Acceptable Percentage Fee Rate
Terminals A and B	12%

Note: Proposals in which the Percentage Rent is less than the acceptable minimum, as provided in the table above, will be considered non-responsive and eliminated from award consideration

In the table below, please enter the proposed Percentage Fee Rate.

Revenue	Percentage Fee Rate
Vending Machine Percentage Rental Fees	%

NOTE: The greater of one-twelfth of the Minimum Annual Guarantee (MAG) or Percentage Rent must be received on or before the 15th day of the month following the reporting period.

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

ACDBE FORM(S)

LIST OF SUBCONTRACTORS/SUPPLIERS
For Federally Assisted Projects
ACDBE Form 1b

NOTE: The Bidder/Proposer is encouraged to solicit available ACDBE's contractors to participate in potential subcontracting opportunities under the proposed contract.

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

Table with 3 columns: NAME OF PARTICIPATING SUBCONTRACTOR/SUPPLIER, DBE CERTIFICATION NUMBER, PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

List all DBE subcontractors/suppliers solicited but not selected for participation on project. (Note: Do not include participating subcontractors/suppliers listed above). If none were solicited, provide an explanation. Use additional sheets, if necessary.

Table with 3 columns: NAME OF SUBCONTRACTOR/SUPPLIER SOLICITED, DBE CERTIFICATION NUMBER, REASON NOT SELECTED

Only companies certified as a ACDBE by the City of San Antonio's certifying organization South Central Regional Certification Agency (SCTRCA) can be applied toward San Antonio International Airport Fiscal Year DBE goal. All ACDBE subcontractors/suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, call the Aviation Department's Small Business Program Office at (210) 207-3505 for information and details on how subcontractors/suppliers may obtain certification or contact the SCTRCA (210) 227-4722, www.sctra.org.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Disadvantage Business Enterprise Liaison Officer (DBELO) (through the submittal of the Change or Addition of Subcontractors/Suppliers on Federally Funded Contracts).

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

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

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

NAME OF PROJECT: Airport Vending Machine Concession

Name of proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____



Name of Subcontractor/Supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Contact Person: _____

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

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

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

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

Annual Gross Receipts of the Firm: _____ Less than \$500, 0000 _____ \$500,000 to \$1 million
_____ \$1 million to \$2 million _____ \$2 million to \$5 million
_____ Over \$5 million

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

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

Affirmation

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

By: _____
Signature of Firm's Representative Date

Title: _____

NAME OF PROJECT: Airport Vending Machine 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, whether electronically or by paper, 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 5 & 6.

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

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.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and 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	
ACDBE Requirements: * ACDBE Form (RFP Attachment E) Associated Certificates, if applicable Joint Venture Documentation	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFP Exhibit 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
* Addendums, if any	
One (1) Original, 5 paper copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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