

CITY OF SAN ANTONIO
AVIATION DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

for

FOOD, BEVERAGE, AND RETAIL PRIME CONCESSIONAIRE
FOR SAN ANTONIO INTERNATIONAL AIRPORT

RFP 18-014

Release Date: JANUARY 18, 2018

Proposals Due: APRIL 18, 2018

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is Friday, February 1, 2018.***

The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

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.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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003 - BACKGROUND

Through this Request for Proposal (“RFP”), the City of San Antonio, Department of Aviation (“City”) invites the submission of proposals from experienced and qualified firms to operate a food, beverage, and retail concessions in Terminal A at the San Antonio International Airport (“SAT” or “Airport”). The City intends to award one respondent the non-exclusive rights to approximately 10,127 square feet to lease, operate, manage and/or sublease a combination of concessions consisting of specialty retail and food and beverage.

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

The Airport

The Airport is owned and operated by the City of San Antonio and served over 8.6 million passengers in 2016. The Aviation Department strives to run a safe and efficient airport system while reflecting the unique, friendly character of San Antonio. The Airport is currently comprised of two terminals. Terminal A is a 369,687 square foot terminal building featuring 16 passenger loading gates served by AeroMexico, Air Canada, Alaska, Allegiant Air, American, Delta, Frontier, Interjet, Southwest, and Volaris. Terminal B consists of a 272,199 square foot terminal building featuring 8 passenger loading gates operated by American and United. The Airport provides commercial airline service for the South Texas region. Future improvements include the \$23+ million renovation and expansion of Terminal A Customs and Border Protection facility which will increase existing processing capacity of 250 passengers per hour to 800 per hour, baggage handling from 180 bags per flight to 350 bags per flight, and introduce the automated passport control. In June 2015, the \$177+ million design and construction of the Consolidated Rental Facility (CONRAC) began and is now open. The CONRAC will provide a single location within walking distance of the terminal for rental car pick-up and return. The Airport is self-sustaining, generating its own revenue to subsidize its operating costs and future improvements. The Federal Aviation Administration (FAA) classifies the Airport as a medium hub airport. The Airlines operate over 130 daily scheduled departures. In 2016, there were approximately 4.3 million enplanements at the Airport, including approximately 201,716 international enplanements to cities in Mexico. The enplanements for January 2017 through November 2017 currently are at 4.1 million. Total enplanements at the Airport are projected to increase at an average annual rate of 2% for the next five years.

Terminal Information

1. Terminal A

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

- 1.) Pre-Security section includes the following:

Retail Concession	ATM
<ul style="list-style-type: none"> • Texas Monthly News & Cafe • Marcy’s Travel Center 	<ul style="list-style-type: none"> • Cardtronics

- 2.) North Concourse is served by Southwest and American and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • San Antonio Express News 	<ul style="list-style-type: none"> • George Gervin’s Sports Bar • Mission City Ice House
ATM	Retail Vending / Service Concession
<ul style="list-style-type: none"> • Cardtronics 	<ul style="list-style-type: none"> • FuelRod • Goodfellows Shoe Shine

3.) South Concourse is served by Delta and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • San Antonio Express News 	<ul style="list-style-type: none"> • Fruteria
ATM	Retail Vending
<ul style="list-style-type: none"> • Cardtronics 	<ul style="list-style-type: none"> • FuelRod • Zoom Best Buy Express

4.) Central section is served by Aeromexico, Air Canada, Allegiant Air, Frontier, InterJet, and Volaris. This section includes two food court / seating areas supporting a number of the food/beverage concessions and includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Brookstone • Stars of San Antonio • InMotion Entertainment • Natalie's Candy Jar • International Duty Free (UETA) 	<ul style="list-style-type: none"> • La Gloria • Famous Famiglia Pizza • La Tapenade • Steak & Shake • Raising Cane's Chicken Fingers • Dunkin Donuts • Auntie Anne's / Cinnabon
Retail/Food/Beverage Combination Concession	Retail Vending
<ul style="list-style-type: none"> • Simply Books/Starbuck's Coffee • Vino Volo 	<ul style="list-style-type: none"> • FuelRod

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

b. Terminal A has a total of 16 gates.

Terminal A Statistics

Departing Passengers (as of November 2017)	2.8 million
No. of Gates	16
No. of Food Concessions	12
Food Concession Sq. Ft.	12,501
As of November 2017 Food Sales	\$ 15.9 million
No. of Retail & Services Concessions	20
Retail & Services Sq. Ft.	12,281
As of November 2017 Retail & Services Sales	\$ 12.1 million total

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

2. Terminal B

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

1.) Pre-Security area does not have concessions. There is a Cardtronics ATM machine in this area.

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

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

3.) The Gate Area includes the following:

Retail Concession	Food/Beverage Concession
<ul style="list-style-type: none"> • Stars of San Antonio • San Antonio Express-News • InMotion 	<ul style="list-style-type: none"> • Rosario's Mexican Café & Cantina • Starbuck's Coffee • R Sala Bebida Botana Bar
Service Concession / Retail Vending	ATM
<ul style="list-style-type: none"> • FuelRod • Goodfellows Shoe Shine 	<ul style="list-style-type: none"> • Cardtronics

4.) The Baggage Claim area includes the following:

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

b. Terminal B has a total of 8 gates served by American Airlines and United.

Terminal B Statistics

Departing Passengers (as of November 2017)	1.3 million
No. of Gates	8
No. of Food Concessions	7
Food Concession Sq. Ft.	7,451
As of November 2017 Food Sales	\$ 7.2 million
No. of Retail & Services Concessions	15
Retail & Services Sq. Ft.	5,210
As of November 2017 Retail & Services Sales	\$ 5.3 million

Enplanement Data

ENPLANED PASSENGERS BY AIRLINE BY CALENDAR YEAR				
Domestic and International Airlines	CY 2014	CY2015	CY2016	CY2017 Jan. – November
Aeromexico	56,963	60,262	52,683	28,740
Air Canada (May – July 2017)	--	--	--	10,123
Alaska	50,280	51,667	55,733	51,726
Allegiant Air	--	5,821	38,512	31,531
American	--	--	203,503	121,110
Delta	599,042	625,643	653,584	613,482
Frontier	--		71,105	104,100
Inter Jet	101,527	114,079	103,847	88,993
Southwest	1,636,932	1,710,494	1,731,333	1,688,260
US Airways	230,540	183,053	7,235	--
Viva Aerobus	1,590	4,159	--	--
Volaris	14,603	15,913	17,599	15,865
Other Carriers / Charters	137,081	16,223	15,159	14,183
Terminal A Total	2,828,558	2,787,314	2,950,293	2,768,113
American	693,446	771,338	696,402	754,186
United	665,649	695,515	659,445	599,540
Terminal B Total	1,359,095	1,466,853	1,355,847	1,353,726
Total Enplanements	4,187,653	4,254,167	4,306,140	4,121,839

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

Historical Gross Sales

The following table includes sales for four calendar years on current locations that are included in this RFP:

Available Concession Locations:							
Space / Location	Current Concept	2014 Sales	2015 Sales	2016 Sales	Sales by Sq. Ft for 2016	2017 Sales Jan. – November	Sales by Sq. Ft for 2017
TA-159	Goodfellows	\$113,271	\$98,317	\$83,238	\$544	\$80,026	\$523
TA-110	InMotion	\$1,313,152	\$1,257,885	\$1,101,289	\$1,325	\$1,074,204	\$1,293
TA-112 & 114	Stars of San Antonio	\$1,966,681	\$1,915,738	\$2,054,444	\$1,117	\$2,144,742	\$1,166
TA-116	Brookstone	\$1,219,644	\$1,016,155	\$826,509	\$934	\$728,664	\$823
TA-172	Raising Cane's	\$1,175,759	\$1,187,139	\$1,342,680	\$1,969	\$1,314,728	\$1,928
TA-132	Natalies	\$442,441	\$487,845	\$517,828	\$1,593	\$468,915	\$1,443
TA-162	Starbucks/Simplify Books	\$2,516,017	\$2,463,847	\$2,654,453	\$1,730	\$2,606,295	\$1,699
TA-158	Gervin's	\$1,626,433	\$1,713,219	\$1,960,773	\$1,667	\$1,854,803	\$1,577
TA-150	Blimpie's	\$749,772	\$754,776	\$701,682	\$723	\$461,421	\$475

The following table includes sales for four calendar years on locations not included in this RFP. These locations are Marcy's, Dunkin Donuts, Vino Volo, San Antonio Express News # 154 and #140, Texas Monthly, International Duty Free and HMS Host "Prime" locations.

Other Concession Locations:							
Space / Location	Current Concept	2014 Sales	2015 Sales	2016 Sales	Sales by Sq. Ft for 2016	2017 Sales Jan. – November	Sales by Sq. Ft for 2017
TA-190	Marcy's	\$396,244	\$413,735	\$393,984	\$471	\$354,379	\$423
TA-174	Dunkin Donuts	\$1,254,136	\$1,286,713	\$1,463,448	\$2,476	\$1,328,809	\$2,248
TA-118	Vino Volo	\$813,691	\$821,124	\$910,868	\$1,073	\$868,606	\$1,259
TA-140	San Antonio Express News (WDF)	\$1,274,839	\$1,257,781	\$1,315,124	\$1,255	\$1,186,348	\$1,132
TA-154	San Antonio Express News (WDF)	\$2,075,774	\$2,000,176	\$2,226,697	\$2,073	\$2,167,918	\$2,019
TA-182	Texas Monthly News & Café (WDF)	\$736,764	\$684,910	\$613,702	\$349	\$557,937	\$320
TA-134	UETA (International Duty Free)	\$2,170,210	\$2,341,117	\$1,696,409	\$1,005	\$1,439,566	\$853
TA-152	Mission City - Prime	\$363,360	\$380,837	\$476,769	\$856	\$490,563	\$881
TA-122	Auntie Anne's - Prime	\$1,287,872	\$1,189,316	\$1,351,458	\$1,658	\$1,252,136	\$1,536
TA-124	Famous Famiglia - Prime	\$1,333,398	\$1,605,098	\$1,766,676	\$2,312	\$1,764,100	\$2,309
TA-129	Steak n Shake - Prime	\$1,591,327	\$1,589,401	\$1,687,011	\$1,462	\$1,451,824	\$1,258
TA-144	Fruteria - Prime	\$437,612	\$425,612	\$493,484	\$379	\$447,102	\$343
TA-170	La Tapenade - Prime	\$1,029,681	\$1,063,430	\$1,229,893	\$1,875	\$1,099,066	\$1,675
TA-180	La Gloria - Prime	\$2,336,703	\$2,369,627	\$2,760,637	\$799	\$2,546,507	\$737

Concession Program Goals

Respondents are encouraged to reflect their understanding of the following SAT concession program goals within their proposal:

1. Provide first-class service and a broad variety of quality food and merchandise to travelers and Airport users;
2. Provide enhanced quality and value to Airport consumers;
3. Provide a pre-security Market Fresh/Farmers Market (Marche) concept food and beverage concession;
4. Provide innovative food and beverage, retail, personal and business services concepts with a broad customer appeal;
5. Increase the friendliness and convenience of the Airport to passengers and visitors while enhancing the image of the City;
6. Provide business opportunities for disadvantaged business enterprises; (An ACDBE goal of 24.45% has been established for food and beverage. An ACDBE goal of 20.19% has been established for retail.)
7. Promote store concepts, themes and products identified with local region;
8. Ensure the concession operating hours are targeted to airline operating hours; and
9. Optimize concession revenues for SAT.

Operations at the Airport

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

1. Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport. Concession operating hours vary with the five sections of Terminal A. Current hours range from 4:00 a.m. to 10:00 p.m. daily. However, some locations may be required to open earlier or stay open later, at the sole discretion of the City. The Transportation Security Administration (TSA) checkpoints currently open at 3:45 a.m.
2. Flight delays sometimes occur due to weather conditions or other events. To accommodate passengers, concession operations must be able to quickly extend operating hours (e.g., stay open later, add staff, maintain sufficient inventory levels, etc.).
3. Passengers often travel across various time zones requiring restaurants to provide comprehensive menus.
4. Everyone assigned to work at the Airport is considered an ambassador of the City and San Antonio International Airport; thus, employee training and superior customer service are essential.
5. All employees must pass a TSA-mandated security background check and be properly badged. See RFP Exhibit 1 for badging procedures.
6. The San Antonio International Airport is a non-smoking facility. Employees and passengers are not permitted to smoke within the terminals.

Delivery and Warehousing Logistics

1. Commissary space, consisting of dry and cold storage, is available in Terminal A. Cold storage is shared. Delivery and restocking hours are scheduled by the City so that they do not conflict with peak traffic times or interrupt SAT operations. For deliveries, current operating hours are Sunday through Saturday from 5:00 a.m. to 3:00 p.m. All hours are subject to change.
2. Delivery trucks are inspected and escorted to the loading dock where the concessionaire will accept the delivery and move goods into the appropriate storage unit. Prior to entering the sterile area and proceeding to their assigned space(s), TSA/Security must inspect/screen the tenant's supplies. Once authorization to proceed has been granted, the tenant may continue toward their assigned space.
3. Dry storage commissary space will be allocated to Selected Respondent following award of a concession agreement. If additional storage space is desired, the City will work with Selected Respondent in order to provide adequate storage for all Concessionaires, but cannot guarantee that Selected Respondent will receive all requested storage space.

4. City is considering centralized logistics for use by all concessionaires at SAT. At the time of execution of the Agreement, City will not have a Logistics Charge and such will not be assessed to Concessionaire prior to opening of any stores to the public. However, City intends to institute a Logistics Charge during the term of this Agreement. Upon City's institution of a Logistics Charge, Concessionaire shall pay its proportionate share of the Logistics Charges.

Labor Peace Agreement Requirement

The City shall require that all solicitation documents and contracts for terminal concessions at SAT include a requirement to implement a labor peace agreement between the concessionaire, its affiliates and its subtenants, if any, and any requesting labor organizations which represent or reasonably might represent employees working as part of the prime concession agreement, which shall include terms allowed by law and Federal Aviation Administration requirements, in harmony with SAT operational standards, including, at minimum, a binding and enforceable provision which prohibit work stoppages, boycotts, and other service disruptions by such labor organization, its members, and agents at any SAT properties.

004 - SCOPE OF SERVICE

The successful Respondent will be required to enter into a non-exclusive Concession Agreement with the City to operate a "Prime" concessionaire for Food, Beverage, and Retail concessions within Terminal A at San Antonio International Airport. The following is a summary of the Scope of Services to be provided by the Selected Respondent.

Concession Spaces

This RFP offers a total of 10,127 square feet. The space is currently configured as reflected in the table below. Additional information regarding Required Concepts is provided below in "General Description of the Opportunities or Food, Beverage, and Retail Concepts."

Space/ Location	Estimated Total Area (sq. ft.)	Terminal Section	Current Concepts	Required Concepts
TA-188	928	Pre-Security (Departure)	Sitting Area	Both Quick Service Restaurant (Marche) and Specialty Coffee
TA-110, 112 & 114	2,665	Central	InMotion/ Stars of San Antonio	Casual Dining Restaurant (Barbeque)
TA-116	885	Central	Brookstone	Specialty Retail or Electronics
TA-132	344	Central (South)	Natalie's	Specialty Coffee
TA-172	658	Central (South)	Raising Cane's	Quick Service Restaurant
TA-162	1,508	Central (North)	Simply Books / Starbucks	Specialty Retail (1 or 2 Concepts)
TA-159	153	North Concourse	Goodfellows Shoe Shine	Casual Dining Restaurant with Bar
TA-158	1,880	North Concourse	Gervins	
TA-150	1,006	North Concourse	Blimpies	Specialty Coffee
XXX	100	Baggage Claim	N/A	Specialty Coffee (Kiosk)
Total	10,127			

Key Business Terms	
Term	7 years with three 1-year options at sole discretion of Aviation Director
Minimum Percentage Rental Fees for Post-Security Locations:	Shall be as proposed by Respondent but no less than the following percentages by category: <ul style="list-style-type: none"> • 10% - Minimum for Food and Non-Alcoholic Beverages • 14% - Minimum for Alcoholic Beverages • 12% - Minimum for Specialty Retail
Minimum Percentage Rental Fees for Pre-Security Locations:	Shall be as proposed by Respondent but no less than the following percentages by category: <ul style="list-style-type: none"> • No Minimum for Food and Non-Alcoholic Beverages • 14% - Minimum for Alcoholic Beverages (if any) • 12% - Minimum for Specialty Retail (if any)
Minimum Annual Guarantee (MAG)	As proposed by selected Respondent
Minimum Capital Investment Requirement	See RFP Section 009, Concession Agreement, Item 6b.
ACDBE Participation Goal	<ul style="list-style-type: none"> • Food & Beverages: 24.45% of Annual Gross Sales • Retail: 20.19% of Annual Gross Sales
Performance Bond	Equal to 50% of the proposed first year MAG
Other Fees	<ul style="list-style-type: none"> • Marketing Fee: Equal to 0.5% of Annual Gross Sales • Common Area Maintenance/ Trash Removal: Equal to its proportionate share of the CAM and/or trash removal costs as set forth in the Agreement • Concession Logistics Services: Includes cost for delivery inspection, escorting and warehouse management

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

RFP Exhibit 2 includes floor plans showing available concession spaces. With the exception of the current Gervin's/Goodfellows Shoeshine and Stars of San Antonio/InMotion locations, Respondents may propose to reconfigure the spaces in any way they determine will maximize concession opportunities and revenue potential.

All available spaces will be equipped with utilities as set forth in RFP Exhibit 3 Airport's Design Criteria Manual. Proposed improvements and/or additions to the space are at the sole expense of the Selected Respondent and are subject to approval by the City of San Antonio, Aviation Department.

There are currently no plans to operate temporary facilities.

General Description of the Opportunities for Food, Beverage, and Retail Concepts:

The City desires Proposals that contain a balance of local or regional concepts with national name brand concepts which will give passengers at the Airport a sense of San Antonio and the comfort of choosing national brands. Generic food concepts or concepts that only exist in other airports generally will not achieve these objectives. The City envisions the inclusion of local and national brand name concepts in the Concession Program through subleases, licensing agreements, franchises and joint venture agreements with experienced operators.

The City is committed to developing an innovative concessions program that incorporates the highest level of quality in a unique shopping environment. The City expects Respondents to provide passengers with a wonderful dining experience in well-designed facilities that offer excellent customer service and a wide variety of menu items serving passengers at all meal times during the day.

To assist prospective Respondents in developing Responses, a brief description of suggested concepts for each Concession Location is provided below. The descriptions are intended to provide examples of the types of merchandise or concessions that may be offered by the Selected Respondent. The City is committed to developing an innovative concessions program that best achieves the City's concession program goals in a unique travel dining

and shopping environment. The City encourages Respondents to propose variations to this merchandise plan. The City will consider variations to the suggested concepts if it deems, in its sole judgment, such variations to be in the City's best interest. However, the City reserves the right to reject concepts which it deems, in its sole judgment, to vary significantly from its merchandising plan, to be inappropriate for the Airport, or to not be financially viable.

General Conditions

- All carry-out menu items must be represented on and germane to the restaurant's menu and must be packaged in high-quality, easy-to-carry packaging that is environmentally conscious.
- Menu offerings should be of high quality and offer good value to the customers.
- Portion sizes should support good health
- Portion-appropriate menu items for children should be available
- The City encourages the use of local agricultural and food products when available.
- Barbeque concept shall be featured in one of the Casual Dining Restaurant location.
- Space TA-188 shall feature both Specialty Coffee and Quick Serve Restaurant (Marche).

Space/ Location	Total Area	Merchandise Description
TA-188 TA-132 TA-150 Baggage Claim	928 344 1006 100	<p>Specialty Coffee:</p> <p>These locations are intended for a nationally or locally known branded gourmet coffee shop and should include seating for customers, as space permits. The coffee shop must offer a variety of quality, freshly prepared coffee, specialty coffee drinks, tea, and specialty tea drinks. In addition, the coffee shop may be used for the sale of a variety of freshly baked goods such as cookies, pastries, rolls, bagels, scones, and muffins; bottled non-alcoholic beverages such as water and juices; coffee beans and tea; and a limited amount of related merchandise items such as coffee mugs, travel cups, and coffee- and tea-making accessories.</p> <p><u>For Space TA150, Specialty Coffee shall include food and beverage items such as sandwiches, salads, and grab-n-go offers.</u></p> <p><u>For all other locations, food and beverage items (such as sandwiches, salads, and grab-n-go offers) may be included, subject to the approval of the City, provided that such food items are germane to the brand and secondary to the sale of coffee and tea drinks.</u></p>
TA-110,112, 114 TA158, 159 & 160	2,665 2,033	<p>Casual Dining Restaurant:</p> <p>These locations are intended for two distinct and different casual dining restaurants with table service and separate bar area. TA110, 112, and 114 should offer front window seating with a view of the air field. The City prefers restaurant concepts that focus on specific themes – such as a regional specialty cuisine or chef- or celebrity-inspired – that is unique or presents a strong local, regional, or national brand.</p> <p>These restaurants must offer a menu that cover all day parts and are consistent with the proposed concept theme or brand. In addition, separate bar area should be designated and offer a full variety of alcoholic beverages, including cocktails, beer, and wine.</p> <p>Take-out counters should be incorporated in the restaurant design so that passengers are able to purchase freshly prepared foods and non-alcoholic beverages to go. All food items offered at a take-out counter must be on the restaurant's menu or germane to the brand or concept. Pre-packaged and fresh snack items are not allowed.</p> <p>The City encourages entertainment features in the concepts and/or restaurant designs such as, but not limited to, display kitchens, live music, customer interactivity, technology, and television and video. The restaurant designs should incorporate electrical outlets for the convenience of</p>

		<p>customers and flight information displays that can connect to the airport's information system.</p> <p><u>For TA-110, 112, 114, the concept shall be Barbeque.</u></p>
<p>TA-188 TA-172</p>	<p>928 658</p>	<p>Quick Service Restaurant (QSR):</p> <p>The offered location is intended for the sale of fast food/quick-service food and non-alcoholic beverages in a counter-service setting. The City prefers the quick service concept to be recognized local, regional, or national brands.</p> <p>The menu should focus on one specific cuisine or them that offers a variety of freshly prepared items and covers all day parts. The QSR should offer only premium quality products, fulfilled/provided quickly, efficiently and in environmentally conscious packaging.</p> <p>Examples of cuisines or themes include, but are not limited to:</p> <ul style="list-style-type: none"> ● Asian ● Chicken ● Deli ● Salads ● Seafood <p>However, it is important to note that proposed concepts should not duplicate any existing themes or concepts already offered in the terminal area.</p> <p><u>For Space TA-188, the pre-security QSR shall be in Marche style.</u></p>
<p>TA162</p>	<p>1,508</p>	<p>Specialty Retail:</p> <p>Respondent may propose one or two distinct specialty retail concepts for this location that share one storefront entrance. Suggested concepts are shown below. These concepts are intended to provide examples of the type of merchandise that may be offered, but are guidelines only. The City encourages creativity by respondent in terms of concept and layout of these spaces. However, the City reserves the right to reject proposed concepts which it deems, in its sole judgment, to be inconsistent with the overall merchandising plan for the Airport or inappropriate for the Airport.</p> <p>The City strongly encourages the inclusion of well-known national and international branded specialty concepts:</p> <ul style="list-style-type: none"> ● Accessories ● Body Care / Cosmetics ● Books ● Business / Computer Accessories ● Casual Apparel ● Children's Apparel / Toys ● Gourmet Foods ● Jewelry / Watches ● Leather Goods ● Local Unique Gifts ● Self-Serve Candy / Nuts ● Museum Shop ● Spa Services ● Sunglasses ● Travel Accessories ● Writing Instruments

TA116	885	<p>Specialty Retail or Electronics:</p> <p>Respondent may propose one of the specialty retail concepts above or designate this location for the sale of personal electronics and technology related products. Electronic product offerings may include, but are not limited to portable digital media players and viewers; personal computers; cameras and video recorders; cellular telephones and smartphones; game toys (including game software); pre-recorded music, movies, and video; software; and personal electronics accessories such as rechargeable batteries, battery chargers, headphones and ear buds, wall and car chargers, cell phone cases and holsters, and cables. On-demand, downloadable music, movies, video, or other content for portable electronic devices may be offered in this location.</p> <p>Further should this location be designated as an electronics concept, the City encourages Respondents to consider entertainment and educational features in this location such as, but not limited to, interactive product displays, interactive computer gaming, and/or technical assistance services.</p>
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The City desires a mix of national and local concepts in its concession program. In order to encourage more local concepts, the Selected Respondent will be required to include seventy-five percent (75%) of locally/regionally branded and/or theme products/services in their proposal. The facilities should offer only premium quality products. Respondents are encouraged to develop the package of location(s) to maximize options for the traveling public.

A proposed local concept must meet either of the following criteria:

- a. have one or more existing locations in San Antonio or South Central Texas but not be widely operated outside of south central Texas; be popularly associated with San Antonio or South Central Texas; operate with a generally consistent menu and trade dress; and be generally well known in the San Antonio community; or
- b. is developed by a San Antonio based personality who is popularly associated with San Antonio or South Central Texas; who is generally well known in the San Antonio community; and who will remain continuously involved with the operation of the proposed airport facility.

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

In the event that food, beverage and retail concepts do not perform at the projected volume or when concepts become dated, the successful Respondents may present City with new concepts for implementation. Changes to concepts are at the sole decision and approval of Aviation Director.

The City encourages entertainment features in the bar design such as, but not limited to, live music, customer interactivity, technology, and television and video. The facility design should incorporate electrical outlets for the convenience of customers and flight information displays that can connect to the airport's information system.

Minimum Qualifications

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

- 1. Respondents must not be in default or arrears under any existing contract(s). Additionally, Respondents must not have breached or been terminated for cause from previous contract(s) with the City, State, or any other State of Texas political subdivision.
- 2. The City reserves the right to disqualify any Respondent (including any of Respondent's owners, subcontractors, sublessees or suppliers) that has pending litigation, claims or debt with the City, which may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

3. Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed concessions. Generally, this means that the Respondent, including proposed subcontractors separately, must have a) net worth greater than the proposed investment or b) demonstrated access to credit sufficient to undertake the proposed investment.
4. Respondent, including a majority interest of joint venture partner(s) as appropriate, must provide evidence with proposal submittal, that it meets the Minimum Qualifications.

005 - ADDITIONAL REQUIREMENTS

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to the Airport, made payable to the City of San Antonio, executed by a corporate surety acceptable to the Airport who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00). The Proposal Bond shall be valid for 180 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 Airport 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.

Proposal bond must accompany the proposal.

Performance Bond.

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

006 – CONCESSION AGREEMENT

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

The following summarizes some of the key terms and conditions of the offered concessions that are to be incorporated in the Agreement. This summary is not intended to be a complete description of the Agreement. Prospective Respondents are advised an addendum will be issued with a Sample Concession Agreement, to gain an understanding of the City's expectations regarding the terms and conditions of the offered concession. Unless defined elsewhere in this RFP, capitalized terms have the same meaning as in the Sample Concession Agreement.

1. *Term of Agreement*

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

a. Transition Term

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

b. Primary Term

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

2. Product Exclusive Rights

The Airport may enter into contracts with one or more manufacturers or suppliers granting to said companies' certain exclusive rights pertaining to the sale of food, beverages other products and technologies of said exclusive supplier or manufacturer in Concessionaire's menu or merchandise list, as applicable. Concessionaire further acknowledges that price ceilings for exclusive rights shall be set by the Airport or its designee and shall be reviewed annually for price adjustments. If the Airport grants such an exclusive right during the Term of this Lease, Concessionaire shall have sixty (60) days from receipt of written notice to comply with the exclusive right. Concessionaire agrees not to sell, display, advertise, or promote similar products of or from other manufacturers or suppliers unless Concessionaire has first received written approval from the Airport Concessions Department. The approval may be withheld in its sole discretion.

3. Compensation to the City

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

a. Minimum Annual Guaranteed (MAG) Rent:

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

b. Percentage Rent

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

4. Hours of Operation

Concession shall be open 365 days per year with operating hours and staffing levels reflecting the fluctuation in daily guest traffic. Basic hours of operation may vary but concession should be open 90 minutes prior to the first departure. Current flight schedules can be found on the Airport website <http://www.sanantonio.gov/SAT/Airlines-Flights/Arrivals-Departures>. Because flight delays may occur, the Airport requires each concessionaire to be flexible for extended hours.

5. **Other Fees**

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

6. **Capital Investment and Improvements**

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

- a. Upon selection, City and Selected Respondent will negotiate final construction phasing schedule to coordinate with any other construction and/or renovation project beginning or underway at the airport, as well as maintain food service in the Terminal to the extent feasible throughout the development period. In the event the Selected Respondent does not spend at least 95% of the total proposed initial capital investment, the shortfall between the actual amount spent and 95% of the proposed amount must be remitted to the City as Additional Rent no later than four (4) months after the completion of the program.
- b. Initial Capital Investment: The Selected Respondent is required to spend an average of \$300 per sq. ft. for leasehold improvements and trade fixtures calculated based on entire investment in 10,127 square feet. For each space, a minimum \$225 per square foot will apply.
- c. During the construction period, the Selected Respondent must have a full-time construction manager on site and available 24/7 for contact by Aviation Staff. Aviation construction inspector will have full access of the construction site to review progress and adherence to the construction plans.
- d. The City reserves the right to review and approve all improvements and other capital investments. The Agreement will include a provision that the Selected Respondent will submit to the City, detailed plans of its proposed facilities in accordance with the terms and conditions of the San Antonio International Airport Design Criteria Manual, which is attached hereto as RFP Exhibit 3. Upon written notice by the City of its approval of the plans, the Selected Respondent will coordinate with the City the construction and installation of its facilities. The Selected Respondent will be required to procure all necessary permits for any necessary permitting. The Selected Respondent may procure permitting in conjunction with the Airports review of detailed plans of its proposed facilities.

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

The concessions program at Airport is subject to federal regulations set forth in 49 CFR 23 (“Part 23”) governing Airport Concession Disadvantaged Business Enterprises (“ACDBEs”). It is the policy of the City to fully comply with the requirements of Part 23. Accordingly, the City has established a goal of 24.45% for the food and beverage and 20.19% for the retail participation by ACDBEs in the concessions offered by this RFP.

Additional information regarding ACDBE participation in this concession may be found in RFP Exhibit 4 - Airport Concessionaire Disadvantaged Business Enterprise Program and Requirements. DBE/ACDBE forms may be located in RFP Attachment E. Federal Regulation 49 CFR 23 may be downloaded from the following web link:

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the **San Antonio International Airport, Terminal A Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216** at **1:30 p.m., Central Time, on February 22, 2018**. 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.

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

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

008 - PROPOSAL REQUIREMENTS

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

Submit **one (1) COMPLETE** original hard copy of your proposal, signed in ink, **seven (7) hard copies WITH ONLY TABS and documents for the Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO ACDBE and/or Compensation SHOULD BE INCLUDED in the 7 copies)** and one (1) copy of the **COMPLETE** proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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Tab 1 – *EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

Tab 2 – *GENERAL INFORMATION FORM. Use the Form found in this RFP as RFP Attachment A, Part One.

Tab 3 – *EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as RFP Attachments A-1 through A-3.

Tab 4 – *PROPOSED CONCESSION PLAN. Use the Form found in this RFP as RFP Attachments A-4 through A-9.

Tab 5 – *PROPOSED FINANCIAL PLAN. Use the Form found in this RFP as Attachments A-10 through A-13.

Tab 6 – COMPENSATION SCHEDULE. Use the Compensation Schedule that is found in this RFP as RFP Attachment B.

Tab 7 – CONTRACTS DISCLOSURE FORM. Follow the instructions that are found in this RFP as RFP Attachment C.

Tab 8 – LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as RFP Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

Tab 9 – *AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS. Complete, sign, and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE/ACDBE Form 1), found in this RFP as RFP Attachment E Form 1. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to DBE/ACDBE Form 1. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFP Attachment E Form 2.

Respondents **must** submit a Narrative Statement which describes their:

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

Tab 10 – *VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Complete, sign and submit the VOSB form, found in this RFP as RFP Attachment F.

Tab 11 – CERTIFICATE OF INTERESTED PARTIES (FORM 1295). Follow instructions in RFP Attachment G to download and complete Form 1295. Print out completed form and place a copy in your proposal as indicated in the Proposal Checklist.

Tab 12 – PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in RFP Exhibit 5 if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

Tab 13 – PROPOSAL BOND. Respondent must submit a proposal bond, in the form shown in RFP Exhibit 7. Proposal Bond submitted shall include the following provisions:

- Made payable to the City of San Antonio.
- Executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570).
- In the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).
- Valid for one hundred eighty (180) days following the deadline for submission of proposals.
- Must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.

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

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

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

Tab 14 – FINANCIAL INFORMATION. Respondent must submit with proposal, the following financial statement:

Due to the anticipated investment and length of resultant contract between the parties, submittal of audited financial statements, for the most recent year is preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, for the same one (1) year period, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

In addition to providing all relevant Financial Statements requested above, if Respondent has been in default for delinquent payments under any prior or current contract, the Respondent must provide a statement disclosing the circumstances of such default, including but not limited to: type of contract and parties thereto, amounts in question, and context of a dispute, if any.

The Airport reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

Tab 15 – SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as RFP Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

Tab 16 – PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as RFP Attachment I.

Tab 17 – Franchise Agreement, if any.

Tab 18 – Comments to RFP. Submit any proposed changes to the terms and conditions provided in RFP Exhibit 11, Draft Concession Agreement (to be attached by addendum). Keep in mind that the agreement is being presented in substantially final form.

Tab 19 – ADDENDUM. Sign and submit addendum(s), if any.

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Submission of Proposals.

Respondent shall submit one **COMPLETE** original signed in ink, **7** hard copies **WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO ACDBE AND/OR COMPENSATION TO BE INCLUDED)** 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, "**Food, Beverage, and Retail Prime Concessionaire**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on April 18, 2018** 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 – “Food, Beverage, and Retail Prime Concessionaire”

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: Aviation Department – “Food, Beverage, and Retail Prime Concessionaire”

100 Military Plaza

City Hall, First Floor

San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper. Place proposal inside a three ring binder. 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 printed one-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. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For CD copy, 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.

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

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

Correct Legal Name.

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

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

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

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

since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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

011 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 p.m.**, Central Time, on **March 19, 2018**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

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

Questions submitted and the City’s responses will be posted 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. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at barbara.trevino@sanantonio.gov. Respondents and/or their agents may contact Ms. Trevino 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 Respondent, anticipated City Council agenda date and a review of the solicitation process.

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

012 - EVALUATION 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 (20 points)

Proposed Plan (40 points)

Compensation (20 points)

Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (20 points):

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 (RFP Attachment E).

The following ACDBE Participation Percentage Points (20% total) shall be utilized for the award of this project:

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

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

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

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child, spouse, sibling, or other family member within the first degree or consanguinity or affinity; a business entity in which he or his parent, child or

spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

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.

Mandatory Federal Contract Provisions. Respondent shall comply with the Mandatory Federal Contract Provisions attached hereto as RFP Exhibit 8.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	January 18, 2018
Pre-Submittal Conference	February 22, 2018 at 1:30 p.m. Central Time
Final Questions Accepted	March 19, 2018 at 4:00 p.m. Central Time
Proposal Due	April 18, 2018 at 11:00 a.m. Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

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 1 hereto, that employee will be immediately disqualified from obtaining an 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) As of October 1, 2010 badge processing fees are:

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

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a 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 an 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 movements 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 taxing 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:

<u>Course</u>	<u>Amount:</u>
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 driver's 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 1

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 2

CONCESSIONS FLOOR PLANS

(Posted as a separate document)

RFP EXHIBIT 3

**SAN ANTONIO INTERNATIONAL AIRPORT
DESIGN CRITERIA MANUAL**

(Posted as a separate document)

RFP EXHIBIT 4

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL FOR FOOD, BEVERAGE, IS 24.45% AND THE ACDBE GOAL FOR RETAIL IS 20.19%

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 apply 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 ACDBE Program. The ACDBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3592 or by contacting the City’s Aviation Department.
- D. **Notification is hereby given that ACDBE contract specific goals has been established on this contract** The applicable ACDBE goals are 24.45% ACDBE goal for the food and beverage and 20.19% ACDBE goal for the retail of the total gross revenues of this contract for Airport Concession Program.
- 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*” (**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* (**DBE/ACDBE Form 1**) or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE

eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C Suite 319, San Antonio, Texas 78230 (210-227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.

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

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

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

“The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than fifteen (15) 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 fifteen (15) 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/ACDBE Form 3, Change of Subcontractors/Suppliers (Attachment E)** 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/ACDBE firms will not count toward the goal.* A joint venture with ownership of DBE/ACDBE 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/ACDBE performs with its own forces, (provided the DBE/ACDBE ownership is real and substantial and the DBE/ACDBEs 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. **DBE/ACDBE LLC/Joint Venture Information (DBE/ACDBE LLC JV FORM)**
- b. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- c. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- d. A description of the work to be performed by all the Joint Venture Partners.
- e. Proof of current certification status of the individual DBE/ACDBE venture partners.

RECONSIDERATION MECHANISM

D. 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 the 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:

E. 1. The bidder/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 bidder/respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.

F.

G. 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 (**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.

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

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Food, Beverage, and Retail Prime Concessionaire" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Liquor Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. *Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
6. *Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Concessionaire's property
7. Commercial Crime/Employee Dishonesty	\$100,000

* if applicable

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

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

City of San Antonio
Attn: Aviation Department – Concessions Division
9800 Airport Blvd., Suite # 2091
San Antonio, Texas 78216

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

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

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

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

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

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

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

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

RFP EXHIBIT 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

Consultant 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 direct, indirect, special, exemplary, incidental and consequential damages), losses, expenses, fees (including reasonable attorney's fees and costs of defense, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, intellectual property violations, and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant's activities under this Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, consultant or subcontractor of Consultant, 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 CONSULTANT 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.

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

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

RFP EXHIBIT 7

PROPOSAL BOND FORMAT SAMPLE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Respondent)

hereinafter called the Principal, and _____

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

WHEREAS, the Principal has submitted a proposal for Airport Food, Beverage, and Retail Prime Concessionaire for San Antonio International Airport.

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

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

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

By: _____
(Principal)

(Signature and Title)

*By: _____
(Surety)

(Attorney-in-fact)

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

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

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

RFP EXHIBIT 8

MANDATORY FEDERAL CONTRACT PROVISIONS

As used in this exhibit, the terms “Consultant”, “consultant”, “Contractor”, and “contractor” shall refer to “Respondent” and/or “Selected Respondent”.

TITLE VI NOTICE

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
 - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

RFP EXHIBIT 9

**CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

RFP EXHIBIT 10

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 11
DRAFT CONCESSION AGREEMENT

(To be issued in an addendum)

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1: (Financial Institution)

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 4:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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. Responses shall be inserted into this form; do not delete the questions. Include completed Attachments A-1 through A-3, printed on 11" x 17" sheets and folded, under this tab.

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

RFP ATTACHMENT A, PART THREE

PROPOSED CONCESSION PLAN

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

1. Proposed Store Concept and Food, Beverage, and Retail Concepts. Describe Respondent's proposed plan for food, beverage, and retail concessions to include the following:
 - a. Floor Plan of the Terminal showing the proposed configuration of the program including concept/brand for each of the proposed locations. Mark each location with a unique Space ID #.
 - b. Each Respondent must submit a description of the proposed concepts in sufficient detail to clearly define each proposed concept:
 - Concept development
 - Innovation of overall concession unit theme, uniqueness, and creativity
 - Methodology for determining balance of national name brands and local/regional concepts
 - Methods to monitor and implement future trends in the industry
 - Visual presentation of food offerings
 - c. Concept Descriptions (Attachment A-4);
 - d. National Name Brands, Local Concepts, and Local Operator Participation (Attachment A-5)
 - e. Main Menu/Retail Offerings to include Healthy Choice Menu Offerings. Specifically indicate which items will be pre-packaged for grab & go service. (Attachment A-6, A-7, & A-8);
 - f. Sample Menu/Retail Prices (Attachment A-9); and
 - g. Each Respondent shall provide actual copies of the existing menu and pricing for each concept that has a corresponding street location(s) menu(s). Menu prices may not exceed prices at the corresponding street location(s).
2. Design of Facilities Plan. Describe Respondent's plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:
 - a. 11" by 17" architectural renderings of the interior and exterior of each proposed space, including: fixtures, general color scheme, interior and exterior signage and graphics, and overall design concept for each food and beverage unit.
 - b. 11" by 17" layout/space plans for each proposed food and beverage unit depicting service counter area, seating area, and preparation and storage areas.
 - c. Interior and exterior photographs of the Respondent's and its proposed partner's existing food & beverage operations.
 - d. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities within an airport environment (including resumes and project experience).
3. Design and Construction Phasing Plan. Plan must provide food and beverage services throughout construction phasing period. Include the following:
 - a. By location, provide timeline and construction completion and opening dates for each space.
 - b. Provide a plan for food and beverage services to be continuously available during construction. Include timeline, photos, drawings, and menus.

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

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

RFP ATTACHMENT A, PART FOUR

PROPOSED FINANCIAL PLAN

Prepare and submit responses to address the following items. Responses shall be inserted into this form; do not delete the questions. Include completed Attachments A-10 through A-13, printed on 11" x 17" sheets and folded, under this tab.

1. Financial Projections: Complete the following forms:
 - a. Projected Ten-Year Gross Sales and Rent for each proposed location (Attachment A-10)
 - b. Projected Gross Sales, Percentage Rent & MAG for each proposed location (Attachment A-11)
 - c. Pro Forma Financial Statement and Cash Flow (Attachment A-12). Each Respondent must submit a separate form for each separate entity proposed as an operator of a concept.
 - d. Assumptions (Attachment A-13). Each Respondent must submit a separate form for each separate entity proposed as an operator of a concept.
2. A capital financing plan indicating the sources of funding to be used for space improvements and working capital, including: (i) financing for the estimated costs for the initial renovations, including defined expenses for improvements, furniture, fixtures, equipment, and design, engineering and construction management costs (please note that architectural design and engineering costs may not exceed fifteen percent (15%) of the total capital investment cost), but excluding the cost of inventory, start-up, employee uniforms and any other costs not related to the improvement of the concession spaces; and (ii) for estimated working capital.

RFP ATTACHMENT B

COMPENSATION SCHEDULE

A. Proposed Minimum Annual Guarantee (MAG):

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

<u>Space</u>	<u>MAG</u>
TA-188	\$
TA-110, 112, & 114	\$
TA-116	\$
TA-132	\$
TA-172	\$
TA-162	\$
TA-159	\$
TA-158	\$
TA-150	\$
TA Baggage Claim	
TOTAL	\$

[NOTE: Respondent may add additional lines to the table above if they are proposing to reconfigure spaces.]

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

B. Percent Rent: Respondents may propose flat or tiered Percent Rent. If bidding a tier insert chart showing sales level and corresponding percentages which may not be less than established minimums.

1. Food and Non-Alcoholic Beverages

a. Post-Security Percent Rent

_____ % (Minimum of 10%)

b. Pre-Security Percent Rent

_____ % (No Minimum)

2. Alcoholic Beverages

Pre- and Post-Security Percent Rent

_____ % (Minimum of 14%)

3. Retail

Pre- and Post-Security Percent Rent

_____ % (Minimum of 12%)

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>.

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

DBE/ACDBE FORMS

SAN ANTONIO INTERNATIONAL AIRPORT

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

(DBE/ACDBE FORM 1)

NAME OF PROJECT: Food, Beverage, and Retail Prime Concessionaire

RESPONDENTS INFORMATION:

Name of Respondent: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ___ Yes ___ No

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

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

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

1. List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. **The apparent successful proposer for professional services contracts** shall submit a Letter of Intent (DBE/ACDBE Form 3) for all firms to be utilized on this contract to the Aviation Department's DBE/ACDBE Liaison Officer within seven (7) business days from the date a contract is negotiated. **If the Aviation Department does not receive completed copies from the apparent successful proposer within seven (7) business days from the date a contract is negotiated, then apparent successful proposer's Good Faith Effort Plan will not be approved. An approved Good Faith Effort Plan is required prior to award of any contract.**

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

(Use Additional Sheets if Necessary)

If goal was met, skip to Item 9

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

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

(Use additional sheets as needed)

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

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No

4. List all DBE/ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE/ACDBE subcontractors/suppliers:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____

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

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

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

Plan Reviewed by _____ Date: _____

Signature of DBE/ACDBE Liaison

Recommendation: Approval: _____ Denial: _____

Action Taken: Approved: _____ Denied: _____

**ACDBE LLC/Joint Venture Information
(DBE/ACDBE FORM 2)
(to be submitted with LLC/JV agreement for review)**

Please complete the following with regard to the proposed LLC/JV. For items 4 through 13, please reference the applicable section and page of the LLC/JV agreement at the end of the response.

1. Name of LLC/JV:
2. Name, address, and phone number of LLC/JV contact person:
3. Firms participating in LLC/JV (use additional pages if necessary):

Name of Firm:
Address:
Phone Number:
Contact Name/Phone Number:
Percent Ownership: _____%
ACDBE: Yes <input type="checkbox"/> No <input type="checkbox"/> Certifying Agency:
Type of Work for which Certification was Granted:

4. ACDBE Initial Capital Contributions \$ _____
5. Future Capital contributions (explain requirements):
6. Source of funds for the ACDBE capital contribution: _____ (If capital contribution is through a loan or loans from the non-ACDBE partner, promissory note or loan agreement must be submitted.)
7. Describe the portion of work or elements of the business controlled by the ACDBE.
8. Describe the portion of work or elements of the business controlled by the non-ACDBE.
9. Describe the ACDBE's involvement in the overall management of the LLC/JV (e.g. participation on a management committee or managing board, voting rights, etc.).
10. Describe the ACDBE's share on the profits of the LLC/JV.
11. Describe the ACDBE's share in the risks of the LLC/JV.
12. Describe the roles and responsibilities of each LLC/JV participant with respect to managing the LLC/JV (use additional sheets if necessary):
 - a. ACDBE joint venture participant
 - b. Non-ACDBE LLC/JV participant
13. Describe the roles and responsibilities of each LLC/JV participant with respect to operation of the LLC/JV (use additional sheets if necessary):
 - a. ACDBE joint venture participant
 - b. Non-ACDBE LLC/JV participant
14. Which firm will be responsible for accounting functions relative to the LLC/JV's business?
15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or LLC/JV.

	<u>Non-ACDBE Firm</u>	<u>ACDBE Firm</u>	<u>LLC/JV</u>
Management			
Administrative			
Support			
Hourly Employees			

17. Please provide the name of the person who will be responsible for hiring employees for the LLC/JV. Who will they be employed by?
18. Are any of the proposed LLC/JV employees currently employees of any of the LLC/JV 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 LLC/JV agreement, Promissory note or loan agreement (if applicable), and any and all written agreements between the LLC/JV partners.

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
LETTER OF INTENT
FOR FEDERALLY FUNDED CONTRACTS
(DBE/ACDBE FORM 2)**

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], and/or change or addition of subcontractors/suppliers on federally funded contracts (ACDBE Form 3)

NAME OF PROJECT: _____

Name of bidder/proposer's firm: _____

Address: _____ Phone No.: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Name of Sub consultant/Supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Contact Person: _____

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

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

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

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

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

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

The bidder/proposer is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is \$ _____.

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: _____

DECLARATION OF PRIME CONSULTANT:

I hereby declare and affirm that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Consultant)

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 SUBCONSULTANT/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)

IF THE BIDDER/OFFEROR DOES NOT RECEIVE AWARD OF THE PRIME CONTRACT, ANY AND ALL REPRESENTATIONS IN THIS LETTER OF INTENT AND AFFIRMATION SHALL BE NULL AND VOID.

RFP ATTACHMENT F

**CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM(S)**

(Posted as a separate document)

RFP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT H

SIGNATURE PAGE

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

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 11, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

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 and 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.

If awarded a contract in response to this RFP, Respondent and any affiliate(s), joint venturer(s), and/or sub-tenant(s) will comply with the provisions set forth in RFP Section 003, Background, Labor Peace Agreement Requirement.

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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 I

PROPOSAL CHECKLIST

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

Tab #	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Executive Summary	
2	General Information and References (RFP Attachment A, Part One)	
3	Experience, Background & Qualifications (RFP Attachment A, Part Two) <ul style="list-style-type: none"> • Attachment A-1 (Qualifications & Experience of Respondent) • Attachment A-2 (Respondent's Experience Managing & Operating a Variety of Concepts) • Attachment A-3 (Experience of Respondent's & Respondent's Partners with Proposed Concepts) 	
4	Proposed Concession Plan (RFP Attachment A, Part Three) <ul style="list-style-type: none"> • Attachment A-4 (Concept Descriptions) • Attachment A-5 (National Brands, Local/Regional Concepts and Operators) • Attachment A-6 (Main Menu Offerings) • Attachment A-7 (Healthy Menu Offerings) • Attachment A-8 (Retail Offerings) • Attachment A-9 (Sample Menu/Retail Prices) • Design of Facilities Plan • Design and Construction Phasing Plan • Operations Plan 	
5	Proposed Financial Plan (RFP Attachment A, Part Four) <ul style="list-style-type: none"> • Attachment A-10 (Projected 10-Year Gross Sales and Rent for each proposed location) • Attachment A-11 (Projected 10 Year Gross Sales, Percentage Rent, and MAG) • Attachment A-12 (ProForma for each location) • Attachment A-13 (Assumptions) • Capital Financing Plan 	
6	Compensation Schedule (RFP Attachment B)	
7	+Contracts Disclosure Form (RFP Attachment C)	
8	Litigation Disclosure Form (RFP Attachment D)	
9	+Airport Concessions Disadvantaged Business Enterprise Program (RFP Attachment E)	
10	+ Veteran-Owned Small Business Program Tracking Form (RFP Attachment F)	
11	+Certificate of Interested Parties (Form 1295) (RFP Attachment G)	
12	Proof of Insurability (See RFP Exhibit 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
13	+Proposal Bond (See RFP Exhibit 7)	
14	Financial Information	
15	+ Signature Page (RFP Attachment H)	
16	Proposal Checklist (RFP Attachment I)	
17	Franchise Agreement, if any	
18	Comments on Draft Agreement	
19	+ Addendum, if any	
	One COMPLETE (1) Original, seven (7) hard copies WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO ACDBE or COMPENSATION TO BE INCLUDED in the 7 copies) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

+ Documents marked with a "+" on this checklist require a signature.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.