

CITY OF SAN ANTONIO

Department of Aviation



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

for

LEASE AND OPERATE

**BRANDED QUICK SERVICE FOOD AND BEVERAGE CONCESSION
IN TERMINAL 1, SPACE # 174**

**Issued: July 20, 2007
Proposals Due: September 4, 2007**

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I. BACKGROUND

The City of San Antonio (“City”) Department of Aviation (“Department”) invites the submission of proposals by qualified persons and businesses to operate a food and beverage concession at the San Antonio International Airport (“SAT”). This Request for Proposal (“RFP”) is for one branded quick service food and beverage concession located in Terminal 1, Food Court, Space # 174.

Owned and operated by the City of San Antonio, SAT serves over 8 million airport users annually, including passengers, employees and visitors. The Aviation Department strives to run a safe and efficient Airport System while reflecting the unique, friendly character of San Antonio. Currently SAT is comprised of two terminals connected by an outside walkway. Terminal 1 is a 360,000 square foot terminal building featuring 16 upper level passenger loading gates and Terminal 2 consists of a 205,000 square foot terminal building featuring 8 upper level passenger loading gates.

The following 14 scheduled passenger airlines currently operate from SAT and provide direct service to more than 70 cities within domestic and international markets including Mexico:

Terminal 1	Terminal 2
Aerolitoral	America West
AeroMexico	American
Delta	Continental
ExpressJet	USAirways
Frontier	
Mexicana	
Midwest Express	
Northwest/KLM	
Southwest	
United	

The Federal Aviation Administration (FAA) classifies SAT as a medium hub airport. The airlines operate over 130 daily scheduled departures. In 2006, there were approximately 4 million enplanements at SAT, including approximately 120,000 international enplanements primarily to Mexican cities. Total enplanements at SAT are projected to increase at an average annual rate of 2.6% through 2010. *Note: These are projections and the City does not guarantee their accuracy.*

As part of SAT's 5-year Terminal Expansion Project, SAT will provide much needed improvements to address current and projected growth. Terminal B, with eight (8) passenger gates, will be constructed adjacent to the existing Terminal 1. Once Terminal B is completed, Terminal 2 will be demolished to make way for construction of Terminal C which is slated for construction in phases with an ultimate gate capacity of eleven. Terminals B and C will be linked by an enclosed, walkway connector. A new five-story parking garage will offer approximately 3,000 additional hourly and long-term spaces. The two-tier roadway system in front of Terminal 1 will be extended to serve Terminals B and C. When the Terminal Expansion Project has been completed, SAT will have 35 total gates.

A. Terminal Information**1. Terminal 1**

- a. Terminal 1 is comprised of four sections: Pre-Security, North Concourse, South Concourse, Central, and Baggage Claim.

- 1.) Pre-Security section includes two retail and one food/beverage concessions:

Retail Concession	Food/Beverage Concession
Alamo Extra News & Gifts	Starbuck's Coffee
Never Too Late Business Center	

Also, a game room is located Pre-Security.

- 2.) North Concourse has one retail and two food/beverage concessions:

Retail Concession	Food/Beverage Concession
Alamo Extra News & Gifts	Blimpie's Subs
	George Gervin's Sports Bar

- 3.) South Concourse has two retail and one food/beverage concessions:

Retail Concession	Food/Beverage Concession
Alamo Extra News & Gifts	Alamo City Microbrewery
International Duty Free	

- 4.) Central section consists of six (6) food concessions (one of which is being offered in this RFP) located within two food court areas, plus four retail concessions (two additional retail concession spaces are currently being offered in a separate RFP solicitation) and one retail/food/beverage combination concession:

Retail Concession	Food /Beverage Concession	Retail/Food/ Beverage Combination Concession	Shoe Shine Service Concession
Brookstone	Las Palapas Mexican Restaurant	Simply Books/ Starbuck's Coffee	Shannon Smith's Shoe Shine
In Celebration of Golf	Famous Famiglia Pizza		
Stars of San Antonio	Creative Croissants		
Swatch	McDonald's		
	Raising Cane's Chicken Fingers (10/1/07)		
	Vacant		

- b. Terminal 1 contains a total of 16 gates: Southwest Airlines and ExpressJet serve the North Concourse; Delta and United serve the South Concourse; with Northwest, Frontier, Mexicana and AeroMexico serving the Central section.

Terminal 1 Statistics

Departing Passengers (2006)	2.5 million
Primary Airline Carriers	Aerolitoral, Aeromar, Delta, ExpressJet, Frontier, Mexicana, Midwest Express, Northwest, Southwest, United
No. of Gates	16
No. of Food Concessions	10
Food Concession Sq. Ft.	10,627
2006 Food Sales	\$8.2 million
No. of Retail & Services Concessions	11
Retail & Services Sq. Ft.	10,778
2006 Retail & Services Sales	\$7.5 million

Source: 2006 SAIA Data

2. Terminal 2

- a. Terminal 2 is comprised of three sections: Pre-Security, Post-Security Food Court and the Gate Area.

- 1.) Pre-Security Section consists of one retail and one food/beverage concessions:

Retail Concession	Food/Beverage Concession
Alamo Extra News & Gifts	Cinnabon

- 2.) Post-Security Food Court area includes three retail and six food/beverage concessions:

Retail Concession	Food/Beverage Concession
Native Texan	Famous Famiglia Pizza
Alamo Books & Café	Freshëns
Never Too Late Business Center	McDonald's
	Quizno's
	Taste of Orient
	Tribute Sports Bar

Also, a game room is located directly across the Post-Security Food Court area. An additional retail concession, the Landing Gear, is located down the concourse.

3.) Gate area consists of two retail and three food/beverage concessions:

Retail Concession	Food/Beverage Concession
Texan Accent	Rosario's Mexican Restaurant
Alamo Extra News & Gifts	Starbuck's Coffee
	Freshens

b. Terminal 2 has a total of 8 gates served by American Airlines, America West/US Airways, American Eagle and Continental.

Terminal 2 Statistics

Departing Passengers (2006)	1.5 million
Primary Airline Carriers	American, America West, American Eagle, Continental, US Airways
No. of Gates	8
No. of Food Concessions	9
Food Concession Sq. Ft.	6,556
2006 Food Sales	\$4.1 million
No. of Retail & Services Concessions	8
Retail & Services Sq. Ft.	3,866
2006 Retail & Services Sales	\$3.4 million

Source: 2006 SAIA Data

B. Enplanement Data

Historical Enplanement Data

Year	Terminal 1	Terminal 2	Total
2002	2,221,525	1,126,689	3,348,214
2003	2,136,468	1,117,962	3,254,430
2004	2,306,814	1,187,130	3,493,944
2005	2,302,080	1,319,966	3,703,056
2006	2,511,554	1,486,893	4,002,641

Projected Enplanement Data

Year	Terminal 1	Terminal 2	Terminal B	Total
FY 2007	2,587,630	1,474,070	0	4,061,700
FY 2008	2,684,131	1,529,575	0	4,213,706
FY 2009	2,764,239	1,575,225	0	4,339,464
FY 2010	2,840,442	810,453	810,453	4,461,348
FY 2011	2,924,045	0	1,666,292	4,590,337
FY 2012	3,000,070	0	1,709,615	4,709,685

C. Passenger Characteristics

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

1. Passengers have limited time to spend shopping and dining. Generally, their first consideration is clearing security and locating their departure gate.
2. Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport. Standard operating hours are from 6:00 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. Food providers serving breakfast may be required, at the sole discretion of the City, to adjust their opening time to coincide with the opening of the Transportation Security Administration (TSA) checkpoints. TSA checkpoints open at 4:30 A.M.
3. Flight delays sometimes occur due to weather conditions and similar 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.).
4. Delivery and restocking hours are to be scheduled by the City so that they do not conflict with peak traffic times nor interrupt SAT operations. Concessionaires must develop logistics programs within the parameters of Airport and security regulations while maintaining sufficient inventory at store(s).
5. All products being delivered to the concourse areas will be inspected and screened at designated locations by TSA staff.
6. Passengers often travel across various time zones requiring restaurants to provide comprehensive menus.
7. 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.
8. All employees must pass a TSA mandated security background check and be properly badged.
9. The San Antonio International Airport is a non-smoking facility; thus, employees and passengers are not allowed to smoke within the terminals.

II. SCOPE OF CONCESSION SERVICES

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

A. Concession Space

Offered in this RFP is one Branded Quick Service Food and Beverage concession located in Terminal 1, Space # 174. **RFP Exhibit A-1** is a general site plan of the current Airport including the location of Terminal 1. **RFP Exhibit A-2** shows the dimensions and location of the offered space. Historical sales and the rental structure data for the previous concession operations are included in **RFP Exhibit B**.

Respondent should note that the location and size of the proposed space is an estimate and subject to change at any time, without liability to the City. The Director of Aviation shall reserve the right to add Leased Space under any Agreement.

B. Merchandise Concepts

To assist Respondents in developing their proposal, a brief description of appropriate merchandise concepts is provided below. The description is intended to provide examples of the types of merchandise that may be offered by operators. The City is committed to developing an innovative concessions program that incorporates the highest level of quality in a unique shopping environment. Specific guidelines and restrictions for each category are included in the description.

Branded Quick Service Food and Beverage (Space #174)

The offered location is intended for fast food/quick-service food and beverage, with an emphasis on the foods-to-go option. The menu should focus on one specific food theme, (American, ethnic, local favorite, or similar popular style) offering a variety of freshly prepared items and cover all day parts. The location should offer only premium quality products, served quickly and efficiently. The City strongly encourages the inclusion of well-known national and local concepts.

Potential food concepts:

- Snacks (including pretzels, nuts, etc.)
- Fresh Baked Cookies, Pastries, Donuts
- Gourmet Coffee and Teas
- Barbecue
- Sausages/Hot Dogs

1. Restrictions and Limitations

- The offered location MAY NOT be proposed for Hamburger, Chicken, Mexican, Italian, salads, or deli concepts.
- The offered location SHALL NOT sell alcoholic beverages.
- A ventilation system does not currently exist in the offered lease space. Should the selected Respondent's proposed concept require a ventilation system, the selected Respondent shall be responsible for all costs associated with purchasing, installation and maintenance for said system.

2. Minimum Qualifications

The City has established the following Minimum Qualifications for Package #1. Respondents who do not meet **all** of the Minimum Qualifications defined in this section 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 proposal as well as its own investigations. The City reserves the right to award multiple packages to a single Respondent and/or offer single locations or alternative locations to a Respondent.

- a. Minimum of three years continuous experience, within the last five years, to include but not limited to, ownership, management and/or operation within a similar setting as described within this RFP.
 - 1.) Generally, this means that the business by which experience is claimed should be of a similar concept to the proposed concept, should have total annual sales of at least \$500,000.00 and should have produced minimum average annual sales of \$250,000.00 per unit over the three-year period.
 - 2.) Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State, or any other political subdivision of the State of Texas. The City reserves the right to disqualify any respondent, or any constituent entity of respondent, that has pending litigation, claims or debt with the City, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims or debts that may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.
- b. Respondents shall submit only one proposal in response to this RFP. In the event that a Respondent submits more than one proposal utilizing a different name(s) or is found to have an ownership interest in more than one Respondent, said proposals will be deemed non-responsive and eliminated from further award consideration. Exceptions shall include: a) with a minority interest in more than one Respondent or b) an entity or individual that subleases with more than one Respondent.
 - 1.) Restriction is not intended to preclude responses from a joint venture, license or subleases.

- 2.) Respondent, including a majority interest of joint venture partner(s) as appropriate, must provide evidence with proposal submittal, that they possess the necessary experience and capacity to fulfill the scope of the offered concession(s).

III. TERM OF LEASE AND CONCESSION AGREEMENT

The Lease and Concession Agreement will become effective and binding upon execution by the City, but not less than ten (10) days after City Council approval. The Term will commence on the Effective Date and shall expire on the seventh anniversary on which the City delivers the Leased Space to the selected Respondent. The City reserves, at its sole discretion, the right to extend the Term up to three additional one-year terms.

At this time, the City anticipates that the location included in this RFP will be delivered to the selected Respondent within ten (10) days of execution of the Lease and Concession Agreement. Prior to delivery of the Leased Space, the selected Respondent will be required to submit a construction and store opening schedule ("Development Plan") to the Director of Aviation ("Director") for approval. The City will require the concession location included in the Leased Space to be substantially improved and open for business in accordance with the selected Respondent's approved Development Plan. If the concession is not open for business in a timely manner, then the City may assess a late opening fine at the rate of \$1,000.00 per day per location until the location opens to the public for business.

IV. PRE-SUBMITTAL CONFERENCE & AIRPORT SITE TOUR

A Pre-Submittal Conference will be held at the **San Antonio International Airport, Terminal 1, Mezzanine Conference Room**, 9800 Airport Boulevard, San Antonio, Texas 78216 at **10:00 a.m. Central Time, on Tuesday, July 31, 2007**. A brief Site Tour will be conducted immediately following the conference. Site Tours will be offered according to the schedule below. Respondents must complete and submit RFP Attachment A in order to participate. Respondents are encouraged to prepare and submit their questions in writing ten (10) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The San Antonio International Airport is wheelchair accessible. The accessible entrances are located at 9800 Airport Boulevard, Terminal 1. Accessible parking spaces are located at the short term parking garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on

the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Escorted tours of the available space will be offered for all interested parties.

- Only one tour per Respondent will be permitted.
- Attendees must schedule a Tour time and date at least three (3) business days in advance.
- Tour attendees must bring current picture identification, such as a driver's license or passport to the tour.
- Respondents must limit the number of attendees to two persons per proposal.
- Tours will **NOT** be offered outside of the tour dates and times listed below.

Tour Date	Time
July 30, 2007	9:00 a.m. and 10:00 a.m.
July 31, 2007	11:00 a.m. and 1:30 a.m.
August 1, 2007	9:00 a.m. and 10:00 a.m.
August 2, 2007	1:30 p.m. and 2:30 p.m.
August 3, 2007	11:00 a.m. and 1:30 pm

- Each tour will be limited to four people and will be scheduled on a first-come, first serve basis.
- To register for a site tour, Respondent shall complete RFP Attachment A, Airport Site Tour Registration form and fax to:

Unison Maximus, Inc.
San Antonio Airport Retail Management
Phone: (210) 828-0333
Fax: (210) 828-3361
Email: cford@unionmaximus.com

- A designated Airport representative will confirm the tour date and time with the attendee after receipt of the form.

V. PROPOSAL REQUIREMENTS

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

- A. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment B, Respondent Questionnaire.

- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment C, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment D, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- D. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM OVERVIEW AND REQUIREMENTS: It is the policy of the City that Disadvantaged Business Enterprises should have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the City as owners, managers and operators of concessions. Respondents are encouraged and urged to make every effort to actively seek DBE participation or to explore your eligibility for DBE certification. Respondents shall not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability or religion. Completed DBE/ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE/ACDBE Form 1) and Letter of Intent for Federally Funded Contracts (DBE/ACDBE Form 2) must be submitted for all SUBCONTRACTORS, SUB-CONSULTANTS, OR SUPPLIERS to be utilized on the project (RFP Attachment E).
- E. COMPENSATION SCHEDULE: Complete and submit RFP Attachment F, Compensation Schedule Form.
- F. FINANCIAL INFORMATION: Respondent must submit with proposal, the following financial statement:
- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.
 - If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
 - If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.
 - If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

The Respondent must submit the above-referenced financial information for proposed subtenants, if any.

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

- G. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- H. PROPOSAL BOND: Respondent must submit a proposal bond, in the form shown in RFP Attachment I, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of 50% of the proposal Minimum Annual Guarantee (MAG) or \$10,000.00, whichever is greater. The Proposal Bond shall be valid for one-hundred twenty (120) days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.
- 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.
- I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment J. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment K.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE**

RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

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

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

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink and eight (8) copies of the Proposal, in a sealed package, clearly marked on the front of the package ***Airport Quick Service Food Concession, Terminal 1, Space # 174***. All Proposals must be received in the City Clerk's office no later than **2:30 p.m. Central Time on Tuesday, September 4, 2007** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

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

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided only. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed fifty

(50) pages in length, excluding financial information. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered.

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

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

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

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

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with 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. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These

restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent’s proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:30 p.m. Central Time on Wednesday, August 15, 2007**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

Ruby A. Perez, General Manager
Unison Maximus, Inc.
9700 Airport Boulevard, Suite 246
San Antonio, TX 78216

However, electronic submissions by facsimile or e-mail will also be accepted at 210-821-3361 or cford@unionmaximus.com.

Respondents wishing to receive copies of the questions submitted prior to the deadline and the City’s responses must notify the Contact Person in writing prior to the date and time the questions are due.

3. Respondent and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may also contact the Small Business Outreach Office of the Economic Development Department for assistance with issues specifically related to the completion of the Good Faith Effort Plan. Point of contact is Ms. Anita Uribe Martin, who may be reached via telephone at **(210) 207-3900** or through e-mail at anita.martin@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice or Ms. Martin at any time prior to the due date for submission of proposals. Contacting them or their offices regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high profile” discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a

political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Any legal signatory for a proposed high-risk contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as "high profile".

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. 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:

A. Experience, Background, Qualifications (10 points)

Criterion shall demonstrate Respondent's ability to deliver and operate the proposed concession(s) based on an assessment of the Respondent's retail experience, including experience with the proposed concepts and professional references.

B. Proposed Concession Plan:

1. Concept and Theme Development (35 points)

Criterion considers the nature and variety of proposed facilities including merchandising, inclusion of branded products and services, innovation and visual presentation. This criterion includes evaluation of compliance with the City's pricing policy, the breadth and depth of product offerings.

2. Design and Quality of Improvements (15 points)

Criterion considers the physical design of the proposed stores including innovation and creativity of concepts.

C. Compensation Schedule (20 points)

Financial projections and fee proposals shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The Respondent(s) with the highest compensation to the City will receive 20 points. All other respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

D. Disadvantaged Business Enterprise (DBE) Participation (20 points)

1. The selection process for this RFP will utilize the following selection criteria for Affirmative Action and DBE/ACDBE participation evaluation purposes:
 - a. Firm(s) presented a Business Diversity Plan and/or policy to the City.
 - b. Firm(s) presented a positive historical DBE/ACDBE utilization on previous contracts.
 - c. Firm(s) includes DBE/ACDBEs in significant and meaningful project involvement.
 - d. Firm(s) meets the DBE/ACDBE goal.
 - e. Firm(s) exceed the DBE/ACDBE goal.
2. Respondent must provide a narrative statement describing Item a - business diversity plan; Item b - positive historical DBE/ACDBE utilization on previous contracts; and Item c - DBE/ACDBEs in significant and meaningful project involvement. **Note:** Narrative responses shall be included with proposal submittal, placed at the end of the DBE/ACDBE section.
3. The following DBE/ACDBE Participation Percentage Points (20% total) shall be utilized for the award of this project:
 - a. Up to 5 percentage (5%) points based on Respondent's meeting the following criteria:
 - Outreach to small business community
 - Respondent has achieved significant and meaningful diversity in its team compilation
 - Respondent has shown positive DBE/ACDBE utilization on previous contracts
 - b. 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.
 - c. Up to 5 percentage (5%) points based Respondent's exceed the DBE/ACDBE goal.
 - Points will be awarded in proportion to the level the goal is exceeded. The respondent which exceeds the goal by the greatest percentage will receive the maximum points and the other submittals exceeding the goal receive a

percentage of the maximum points based on a comparison with the submittal exceeding the goal by the greatest percentage.

E. Financial Capability of Respondent (Pass/Fail)

Criterion shall be based upon an assessment of the Respondent's ability to provide adequate capitalization to fund the improvements. Criterion shall be deemed with a rating of either pass or fail.

F. Completeness and Comprehensiveness of the Proposal (Pass/Fail)

Criterion indicates whether the Respondent provided adequate information for the City to evaluate the proposal.

The City will also consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The Aviation Department may solicit from other departments of the City, other government agencies and any other available sources, relevant information concerning the Respondent's record of past performance.

Responses also will be evaluated to ensure compliance with all applicable local, city, state, and federal laws, ordinances, statutes, and/or codes.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment C)

- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

- K. The City reserves the right to reject any and all proposals and to invite new proposals, or take such other course of action as the City deems appropriate at the City's sole and absolute discretion. The City reserves the right to:
- a. Specify approximate concession space in the RFP.
 - b. Modify the locations and sizes of the offered space.
 - c. Select multiple proposals.
 - d. Negotiate all proposal elements.
- L. Non-Exclusivity. The City will not enter into an exclusive agreement with the selected Respondent(s). There are currently other concessionaires at the Airport selling products similar to those contemplated by this RFP. Further, at any time during the term of the Agreement, the City, at its own discretion, may enter into other agreements for retail concepts similar to those in operation at the Airport including those of the selected Respondent(s). Nothing herein is to be construed to grant and/or authorize the granting of an exclusive right to a Respondent.
- M. Public Accommodation Laws. The Agreement will include a provision that the selected Respondent(s) must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of American with Disabilities Act of 1990 and all regulations thereunder.
- N. Condition of Premises. Selected Respondent will receive existing space in its then current condition, "as is/where is" and may be required to demolish and reconfigure the space at its sole cost in order to accomplish the merchandising plan. All improvements will be the responsibility of the selected Respondent and will be subject to the approval of the City.

The City reserves the right to review and approve all improvements and subsequent changes to the Premises including, but not limited to, the initial design and construction of leasehold improvements and furnishings, fixtures and equipment as well as later changes related to refurbishment, re-concepting and/or remerchandising of the Premises. All improvements must conform to the requirements of the City, county, State and federal laws and regulations and industry standards in all respects.

The City further reserves the right to approve all contractors and subcontractors that the selected Respondent may select to construct the improvements.

- O. Personnel Background Check. The City requires that all employees of the selected respondent obtain an Airport-issued ID Badge. The selected Respondent shall conduct and assure the City that each of its employees have a background check, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding ten years. The selected Respondent is also responsible for complying with all security regulations and requirements as may be promulgated by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), the City or any other governmental unit with jurisdiction. It is understood that the requirements of the FAA, TSA, or City regarding security matters may change from time to time, and the selected

Respondent shall comply with all such requirements. Any amount paid by the City for security violation(s) by the selected Respondent shall be reimbursed to the City by Respondent.

- P. Respondent must be capable and willing to operate the concession in the manner set forth in the Proposal. Alterations, additions and/or modifications will not be accepted and may be cause for rejection of the Proposal.

XI. PERFORMANCE BOND

If selected, Respondent shall provide a performance bond, in the form shown in RFP Attachment H, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of 50% of the accepted Minimum Annual Guarantee (MAG) amount. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

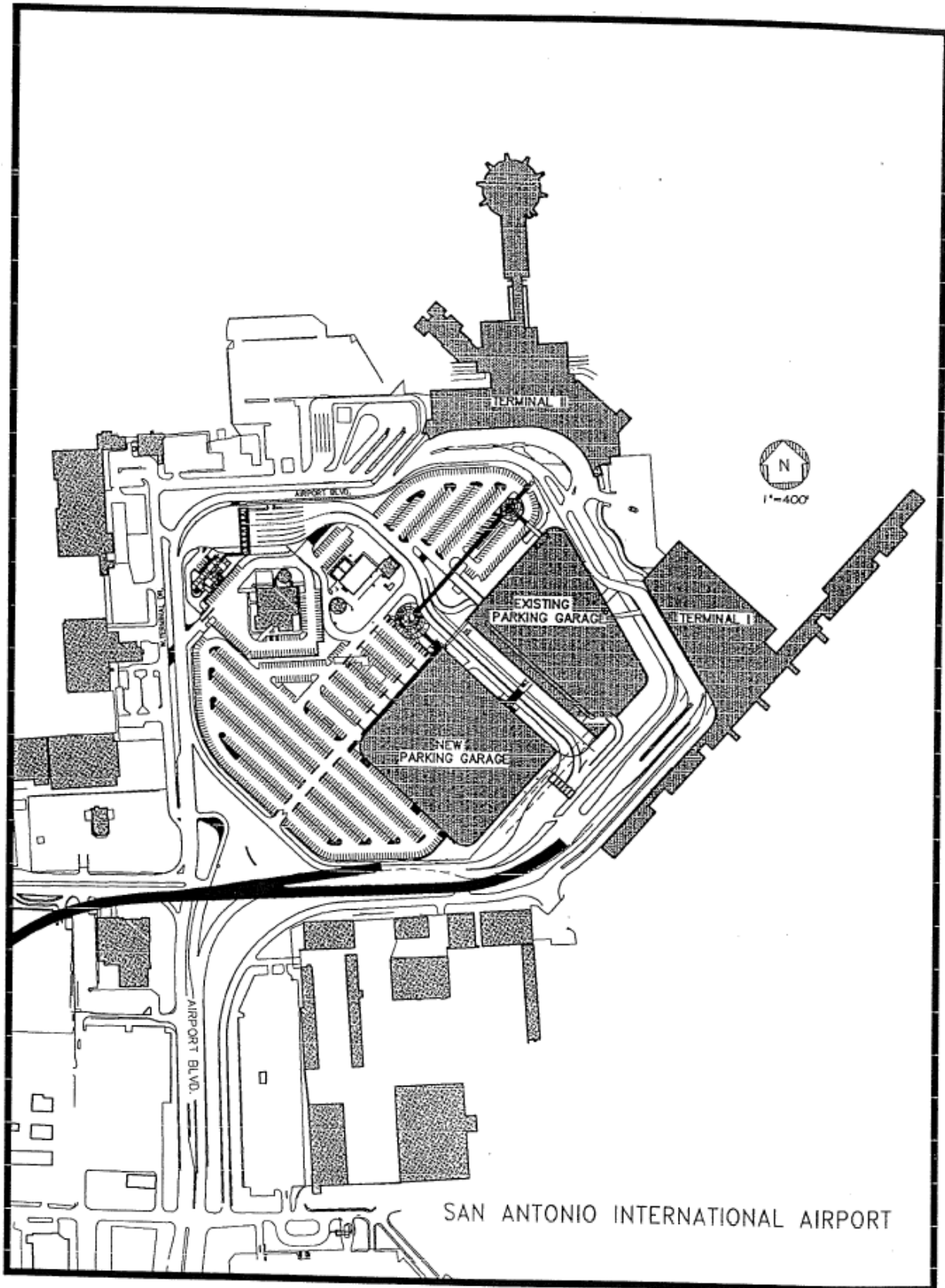
XII. SCHEDULE OF EVENTS

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

RFP Issue Date	Friday, July 20, 2007
Pre-Submittal Conference	Tuesday, July 31, 2007 10:00 a.m.
Final Questions Accepted	Wednesday, August 15, 2007, 4:30 p.m.
Proposals Due	Tuesday, September 4, 2007, 2:30 p.m.

RFP EXHIBIT A-1
SAN ANTONIO INTERNATIONAL AIRPORT
GENERAL SITE PLAN

EXHIBIT A1

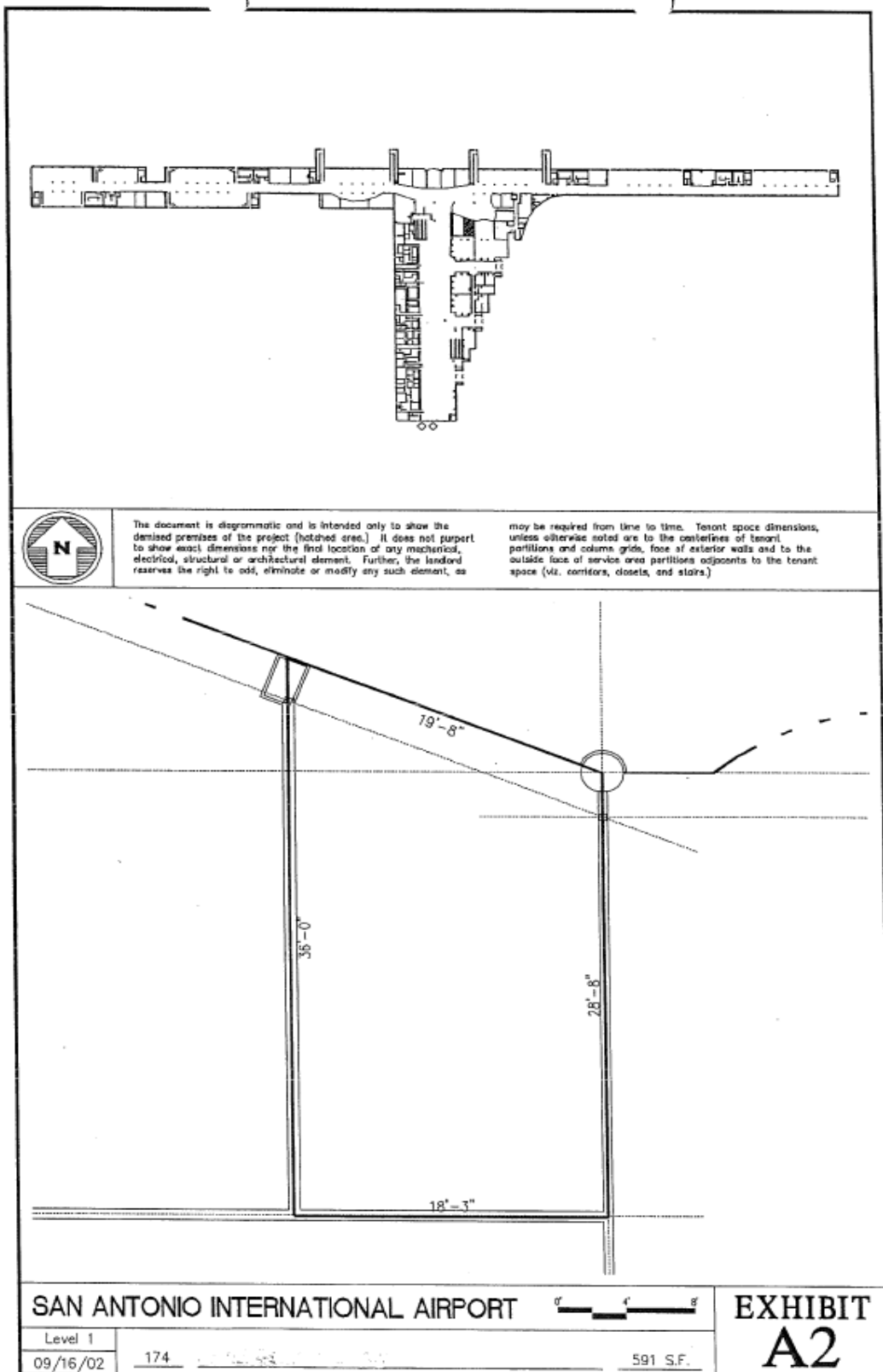


RFP EXHIBIT A-2

SAN ANTONIO INTERNATIONAL AIRPORT

SPACE LOCATION & DIMENSIONS

Terminal 1, Space # 174 Space Location and Dimensions



RFP EXHIBIT B

HISTORICAL SALES FOR SPACE # 174

Year	Total Sales
2003*	\$71,230
2004	\$233,084
2005	\$232,064
2006	\$244,373
2007**	\$50,957

*2003 reflect sales from September 03-December 03

**2007 reflect sales from January 07-February 07

RFP EXHIBIT C
DESIGN CRITERIA MANUAL

Attached Separately

RFP ATTACHMENT A

AIRPORT SITE TOUR REGISTRATION FORM

AIRPORT SITE TOUR REGISTRATION

Individuals planning to attend an Airport Site Tour for Space # 174 must pre-register by completing the attached form. Completed forms must be faxed to: Unison-Maximus at (210) 821-3361, not later than three (3) business days before the selected tour date. Note: Please make a copy of this form for each participant.

Attendee Name: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Preferred Date (Please mark 1 st , 2 nd & 3 rd choice)	Tour Date	Time
	July 30, 2007	11:00 a.m.
	July 30, 2007	1:30 p.m.
	July 31, 2007	11:00 a.m.
	July 31, 2007	1:30 p.m.
	August 1, 2007	9:00 a.m.
	August 1, 2007	10:00 a.m.
	August 2, 2007	1:30 p.m.
	August 2, 2007	2:30 p.m.
	August 3, 2007	11:00 a.m.
	August 3, 2007	1:30 p.m.

- For security purposes, attendees participating in the tour **must** bring current photo identification, such as a driver's license or passport to the tour, and submit to security screening.
- Respondents **shall** limit the number of attendees to two persons due to escort requirements.
- Each tour will be limited to four people and will be scheduled on a first-come, first serve basis.
- Tour attendees will not be able to leave a tour except at designated locations. IF one leaves during the tour and exits the secured area, he or she will **NOT** be allowed to rejoin the tour.
- Tours will **NOT** be offered outside of the tour dates and times listed.
- **Only one tour per respondent will be permitted.**

I, _____ acknowledge and understand the information provided on this Registration Form and agree to follow any additional guidelines provided to me at the time the Airport Tour is conducted.

Prospective Attendee

RFP ATTACHMENT B
RESPONDENT QUESTIONNAIRE

RESPONDENT QUESTIONNAIRE

Part 1 - 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: _____

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.)

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: _____

(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.)

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

Name: _____

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 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. _____

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years _____ Months _____

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

8. **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.

9. **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.

10. **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.

11. Provide any other names under which Respondent has operated within the last 10 years.

Part 2 - 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 in which Respondent has provided similar services.

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: _____

Part 3 - EXPERIENCE, BACKGROUND, QUALIFICATIONS - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the scope of concession services contemplated by this RFP, with emphasis upon operation and management experience within an airport, major transportation center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:
 - a. Name and location/address for each;
 - b. Food service and/or merchandise concepts offered;
 - c. Average annual sales volume; and
 - d. Length of time and reason(s) for leaving or closing business.
 - e. Provide photographs of the interior and exterior for each business listed, if available.
2. Describe Respondent's specific concession experience within an airport setting, if applicable. If Respondent has operated a concession within a City facility or for the City in the past, include the following:
 - a. Identify the department for which concession services were provided;
 - b. Name and location/address for each;
 - c. Food service and/or merchandise concepts offered;
 - d. Average annual sales volume; and
 - e. Length of time and reason(s) for leaving or closing business.
 - f. Provide photographs of the interior and exterior for each business listed, if available.
3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
4. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Part 4 - PROPOSED CONCESSION PLAN - Prepare and submit the following items.

1. Store Concept Development Plan. Describe Respondent's proposed plan for store or food service operation to include the following:
 - a. Food service and/or merchandising concepts and theme;
 - b. Proposed merchandise categories or menu and the approximate price range for each category; and
 - c. Visual presentation.
 - d. Identify three stores and/or restaurants within the San Antonio area for price comparison purposes that are comparable to the Respondent's. Note: Comparable facilities listed should not include any type of hotel news and gift shops, stores or restaurants at other airports, nor any stores or restaurants within enclosed shopping centers, if non-shopping mall type locations are available. If Respondent operates other similar stores or restaurants within the San Antonio area, those store(s) or restaurant(s) must be included in the comparable facility listing.
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. Photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.
 - b. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities (including resumes and project experience).
3. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three years of the Term. Include the following:
 - a. Expected annual gross sales;
 - b. Cost of goods sold;
 - c. Operating expenses;
 - d. Net income and cash flow;
 - e. Effect of proposed compensation to the City on net income and cash flow; and
 - f. Major assumptions used in developing the sales projections.
4. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity ³ that is a party to the discretionary contract:
(2) Identify any individual or business entity which is a partner , parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
☐ No partner, parent or subsidiary; <i>or</i> List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
☐ No subcontractor(s); <i>or</i> List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
☐ No lobbyist or public relations firm employed; <i>or</i> List lobbyists or public relations firms:

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question⁴ as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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⁴ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT D
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

RFP ATTACHMENT E

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS
AND
REQUIRED DBE/ACDBE FORMS**

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS
AND
REQUIRED DBE/ACDBE FORMS**

**THE ACDBE GOAL FOR BRANDED QUICK SERVICE FOOD AND BEVERAGE
CONCESSION IS 18.1%.**

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 DBE Program. The DBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.
- D. ***Notification is hereby given that an ACDBE contract specific goal has been established on this contract.*** The applicable ACDBE goal is 18.1% of the total gross revenues of this contract.
- 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* or they will be considered non-responsive.
- I. A Respondent may count towards its DBE/ACDBE goal sixty percent (60%) of its expenditures for materials and supplies required under a contract and obtained from a regular dealer, and one hundred percent (100%) of such expenditures to a DBE/ACDBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by Respondent/Contractor
- J. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the five (5) 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, and the Corpus Christi Regional Transportation Authority.
- K. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

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

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

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

- L. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department’s DBE/ACDBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* (Attachment 2) 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.*
- M. 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.

RECONSIDERATION MECHANISM

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

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

COMPLIANCE

If a Respondent is awarded a contract:

1. The 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.
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.

SAN ANTONIO INTERNATIONAL AIRPORT

DBE/ACDBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS

(DBE/ACDBE FORM 1)

NAME OF PROJECT: **Branded Quick Service Food and Beverage Concession, Terminal 1, Space # 174 RFP**

PROPOSER INFORMATION:

Name of Proposer: _____

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 2) for all firms to be utilized on this contract to the Aviation Department's DBE/ACDBE Liaison Officer within seven 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: _____

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

The requirements of 49 CFR Part 23, of the U.S. Department of Transportation, require that all 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 proposers to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of DBE/ACDBE Good Faith Effort Plan for Federally Funded Contracts [DBE/ACDBE Form 1]):

NAME OF PROJECT: **Branded Quick Service Food and Beverage Concession, Terminal 1, Space # 174 RFP**

Name of proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Subcontractor/Supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Contact Person: _____

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

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

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

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

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

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

The proposer is committed to utilizing the above-named firm for the work described above. The estimated 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: Branded Quick Service Food and Beverage Concession, Terminal 1, Space # 174 RFP

DECLARATION OF PRIME CONTRACTOR

I hereby declare and affirm that I am the

(Title of Declarant)

and a duly authorized representative of

(Name of Prime Contractor)

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

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

(Name of Declarant)

(Signature)

(Date)

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

**SAN ANTONIO INTERNATIONAL AIRPORT
CHANGE OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS
(DBE/ACDBE FORM 3)**

NAME OF PROJECT: **Branded Quick Service Food and Beverage Concession, Terminal 1, Space # 174 RFP**

Name of Proposer: _____

The above named firm requests approval of the following addition(s) and/or deletion(s) of the Subcontractor/Supplier firm(s) to the approved DBE/ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE/ACDBE Form 1) and Letter of Intent (DBE/ACDBE Form 2) as originally submitted as part of the above referenced project. **No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Delete	Name of Firm	Is firm a Subcontractor or Supplier?	Description of Work to be Performed by Firm	Is firm DBE/ACDBE Certified Yes or No?	Total Dollars of Work to be Performed by Firm

REASON(S) FOR REMOVING EACH SUBCONTRACTOR(S)/SUPPLIER(S) LISTED ABOVE: _____

Please indicate the name of the firm(s) you wish to add or substitute. **A Letter of Intent (DBE/ACDBE Form 2) for any additional/substitute subcontractor(s)/supplier(s) must be submitted to the City for approval with this form. No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Add	Name of Firm	Is firm a Subcontractor or Supplier?	Description of Work to be Performed by Firm	Is firm DBE/ACDBE Certified Yes or No?	Estimated Dollars of Work to be Performed by Firm

1. If a DBE/ACDBE Subcontractor/Supplier was deleted/terminated/replaced, was it replaced with another DBE/ACDBE subcontractor/Supplier? Yes ____ No ____ If not, why not:

2. **If another DBE/ACDBE Subcontractor/Supplier did not replace the DBE/ACDBE Subcontractor/Supplier, please submit for our review the good faith efforts used to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was deleted/terminated/replaced.**

3. **If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for our review and approval the good faith efforts used to find a DBE/ACDBE to perform such work.**

AFFIRMATION

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

Name & Title of Authorized Official: _____

Signature: _____

Approved: _____ Denied _____

RFP ATTACHMENT F
COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

- A. Proposed Minimum Annual Guarantee Rent (MAG):** Indicate the Minimum Annual Guarantee Rent (“MAG”) you propose to pay the City during the first and Second Lease Year of the Contract Term. Note: Proposed MAG shall be paid to the City in equal monthly installments during the term.

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

- B. Proposed Percentage Fee Rate(s):** In the table below, please enter the proposed Percentage Fee Rate(s) by merchandise category, location and/or revenue tier, if applicable.

Merchandise Category / Location / Revenue Tiers (as applicable)	Percentage Fee Rate
	%
	%
	%
	%
	%
	%
	%

RFP ATTACHMENT G
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 Contract, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Aviation Department, 9800 Airport Boulevard, San Antonio, Texas 78216, Attn: Aviation Director, which shall be clearly labeled “**Branded Quick Service Food and Beverage Concession, Terminal 1, Space # 174**” in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract 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 contract 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 contract. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

<u>TYPE</u>	<u>AMOUNTS</u>
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. Independent CONTRACTORS c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact –	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

sufficiently broad to cover disposal liability. *g. Broad form property damage, to include fire legal liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence If AOA operation is required, \$5,000,000 per occurrence is necessary.
5. Property	Must maintain all risk property insurance in the amount of the full replacement cost.
6. Liquor Liability (if applicable)	Not less than \$1,000,000.00
7. All Risk Blanket Builder Risk	Must provide risk insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

* if applicable

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

City of San Antonio
Aviation Department
Branded Quick Service Food & Beverage Concession, Terminal 1, Space # 174
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City and 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 and employers’ liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’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 contract.
- G) If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Consultant’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 Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this agreement.
- I) It is agreed that Consultant’s insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

RFP ATTACHMENT H
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 REQUIREMENTS

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.

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

The provisions of this INDEMNIFICATION 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 contract, 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.

RFP ATTACHMENT I
PROPOSAL BOND FORMAT

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Proposer)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of 50% of the proposal Minimum Annual Guarantee (MAG) or TEN THOUSAND DOLLARS (\$10,000.00), which ever is greater, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Branded Quick Service Food & Beverage Concession, Terminal 1, Space # 174 at the San Antonio International Airport.

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

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

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

By: _____
(Principal)

(Signature and Title)

*By: _____
(Surety)

(Attorney-in-fact)

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

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

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

RFP ATTACHMENT J

SIGNATURE PAGE

SIGNATURE PAGE

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

RFP ATTACHMENT K
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Respondent Questionnaire • RFP Attachment B	
B	* Discretionary Contracts Disclosure • RFP Attachment C	
C	Litigation Disclosure • RFP Attachment D	
D	* DBE/ACDBE Program Forms • RFP Attachment E • Associated Certificates, if applicable	
E	Compensation Schedule • RFP Attachment F	
F	Financial Information	
G	Proof of Insurability • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
H	Proposal Bond • RFP Attachment I • Associated Power-of-Attorney	
I	* Signature Page (& Resolution, if applicable) • RFP Attachment J	
J	Proposal Checklist • RFP Attachment K	
	One (1) Original and eight (8) Copies of Proposal	

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

Note: Respondent shall not modify nor change this form.

RFP ATTACHMENT L
CONTRACT LEASE AGREEMENT DRAFT

Attached Separately