

Request For Bids

Garage Taxi Staging Area Mobile Catering Truck Lease

CITY AND COUNTY OF SAN FRANCISCO

Edwin M. Lee, Mayor

AIRPORT COMMISSION

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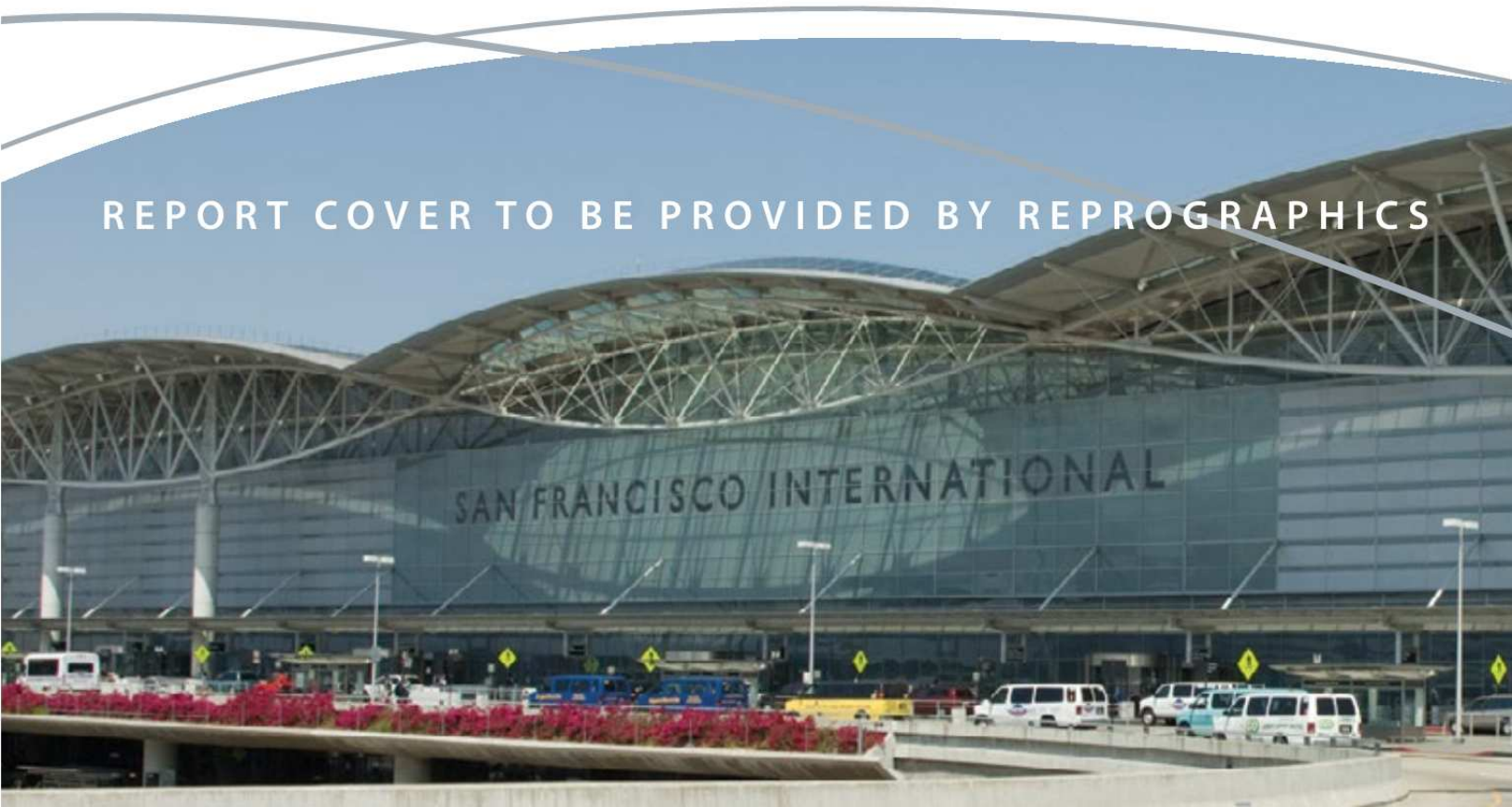
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AIRPORT DIRECTOR

John L. Martin

REPORT COVER TO BE PROVIDED BY REPROGRAPHICS



SCHEDULE
(See also Part II)

All dates and times specified are San Francisco Time

ACTIVITY**DATES****Informational Conference:**

Tuesday, July 28, 2015
10:00 AM
Terminal 2, Pre-Security Partnering Conference Room
San Francisco International Airport

Deadline for submission of written questions or requests for clarification:

Friday, August 7, 2015
2:00 PM

Bid Submittal Deadline:

Tuesday, October 13, 2015
2:00 PM

**Bid Submittal
Address/Location:**

Chief Business and Finance Officer
c/o Revenue Development and Management
San Francisco International Airport
575 North McDonnell Road, Suite 3-329
San Francisco, CA 94128

Please note - the United States Postal Service (USPS) does not deliver to this address. Use an alternative delivery service or method.

Bid Opening Date:

Immediately after Bid Submittal Deadline

Bid Opening Location:

RDM Conference Room, 3rd Floor
SFO Business Center
575 N. McDonnell Road, Suite 3-329
San Francisco, CA 94128

Estimated Concession Award**Date:**

November 2015

Please note that this schedule is subject to change at the sole discretion of the Airport Commission.

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San Francisco International Airport

REQUEST FOR BIDS
GARAGE TAXI STAGING AREA MOBILE CATERING TRUCK LEASE

July 2015

INFORMATIONAL CONFERENCE: Tuesday, July 28, 2015, 10:00 AM

LOCATION: Terminal 2, Pre-Security
T2 Partnering Conference Room, T2.2.205
San Francisco International Airport

On behalf of the San Francisco International Airport, Airport staff invites you to participate in the bid process for the Garage Taxi Staging Area Mobile Catering Truck Lease ("Lease"). The Lease is comprised of one location in the Domestic Parking Garage of the Airport, totaling approximately 400 square feet, for a Mobile Catering Truck Lease. The Lease will be awarded pursuant to a Request for Bids (RFB) process.

We invite you to attend an Informational Conference, wherein Airport staff will introduce the desired concept for the Lease as well as discuss the qualifications and selection process. The Informational Conference provides an opportune time for you to ask questions, request clarification, and share your comments regarding this RFB and the Lease.

This RFB document contains the instructions for submitting a bid, the minimum qualification requirements, the Lease Agreement, and the required forms, as well as a tentative schedule of important dates and deadlines. You are encouraged to review this RFB carefully so that you can offer your feedback at the Informational Conference.

We look forward to your participation. If you have any questions, please call Sharon Perez, Principal Property Manager, at 650.821.4500.

Very truly yours,

Leo Fermin
Chief of Business and Finance Officer

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

PART I – BUSINESS OPPORTUNITY

Please note that the economic and other terms of this Concession Opportunity, including the provisions relating to rent, lease term, deposit, insurance, and operational and merchandise requirements, are described in more detail in the Lease included hereunder as Part VIII – Lease.

1. Introduction

This Request for Bids (this “**RFB**”) and the Informational Conference are intended to inform interested parties about the competitive selection process for this Concession Opportunity at the San Francisco International Airport (“**SFO**” or the “**Airport**”). It is anticipated that the selection process will take several months, culminating with the Airport Commission’s award of the Lease.

Definitions of keys terms used in this RFB are detailed in **Appendix A**.

2. Description of Garage Taxi Staging Area Mobile Catering Truck Lease

In participating in this selection process, each Bidder will be seeking the opportunity to conduct the Permitted Use, as described in Section I.3.b below, on the Airport pursuant to the Lease (see Part VIII). The Lease describes the business and operational requirements of this Concession Opportunity, including the premises, rent, Lease term, deposits, insurance requirements, nondiscrimination requirements, and other important requirements.

The Airport Commission strongly encourages each Bidder to review the Lease carefully. The Airport Commission reserves the right to revise the form of the Lease prior to its execution to (a) reflect the Concession Opportunity developed pursuant to this RFB, (b) incorporate any City requirements adopted or deemed applicable after the drafting of such draft Lease, and (c) incorporate any other non-substantive provisions desired by the Airport Commission.

3. Summary of Business Terms

- a. Term. The base term for this Lease is approximately **three years**, commencing on the Rent Commencement Date, plus a period of up to ninety days for construction of tenant improvements. The Airport Commission will have **one option to extend the term by two years**, exercisable at its sole and absolute discretion.

Rent Commencement Date refers to the earlier of: (a) the first day of the first calendar month following the date on which the initial tenant improvements are substantially complete and the Tenant opens for business therein; and (b) the first day of the first calendar month following the date that is **ninety (90)** days after the Commencement Date.

Commencement Date refers to the date on which the Airport Director gives notice to the Tenant that the Premises are ready for the Tenant to take possession.

- b. Permitted Use. The Lease is intended for the sale of, on a non-exclusive basis, of merchandise reflective of a mobile catering food truck concept. The Tenant shall

operate the Premises in strict conformity with the Permitted Use requirements of the Lease.

- c. Rent. Per Lease Year, the base rent is the greater of the Minimum Annual Guarantee ("MAG") or **ten percent (10%)** of gross revenues.

The MAG is determined as the successful Bidder's MAG Offer (*Submittal 2*) for the first Lease Year and is adjusted annually pursuant to Section 4.3 of the Lease.

Additional rent includes a promotional charge, utilities, taxes, and rent for office and storage spaces. Office and storage spaces are made available under a separate agreement.

- d. Deposit Amount. During the life of the Lease, the successful Bidder is required to provide a deposit calculated at **one-half (1/2)** of the current Lease Year's MAG.

Bidders should pursue professional advice on the cost of retail construction in the San Francisco area and, in particular, in an airport. Design must be in compliance with San Francisco International Airport Tenant Guidelines and approved by the Airport Design Review Committee

4. PREMISES DRAWINGS (ARE INCLUDED IN PART VIII – LEASE)

The location measures approximately **400** square feet in the Domestic Parking Garage.

An adjustment to the MAG will not be made should the final square footage differ from that published hereunder.

5. Minimum Acceptable Financial Offer

Bidders are required to bid a MAG to be paid during the first Lease Year. That bid amount cannot be less than the Minimum Acceptable Financial Offer Amount of **Fifty Five Thousand Dollars (\$55,000.00)**.

6. Minimum Qualification Requirements (Please Read Thoroughly)

The minimum qualification requirements, as determined by the Airport Commission, are:

- a. Bidder must have a minimum of two years within the past three years ("**qualifying years**") in the ownership or management of a mobile catering truck business.

- b. Bidder may be newly-formed entities (e.g., limited liability companies, joint ventures, corporations) provided that such newly-formed entity is duly organized and validly existing prior to the Submittal Deadline and the Airport is satisfied that the Bidder is qualified as follows: Each of the principals (e.g., LLC members, joint venture partners, corporation shareholders) who own an aggregate of 51% or more of Bidder must satisfy the minimum qualification requirements. For example, if the newly-formed entity is:
 - i. a limited liability company comprised of two members, owning 51% and 49% respectively, the entity will be deemed qualified if the 51% member satisfies the minimum qualification requirements; or
 - ii. a limited liability company comprised of three members, owning 40%, 35%, and 25% respectively, the company will be deemed qualified if two of the three members each satisfy the minimum qualification requirements.
 - iii. owned 50/50, then each principal must satisfy the minimum qualification requirements.

The Airport must be satisfied that the party(ies) satisfying the minimum qualification requirements will be in control of the bidding entity. Newly-formed entities cannot meet this RFB's minimum qualifications through a sublease agreement. Entities bidding as joint ventures must include a copy of a fully executed joint venture or partnership agreement.

- c. Said business must have achieved minimum gross sales of **One Hundred Thousand Dollars (\$100,000.00)** per qualifying year.

To qualify for the award of this Concession Opportunity, Bidder must demonstrate to the Airport Commission that the minimum qualification requirements are satisfied. Determination of qualifications shall be based on the qualifications materials submitted by Bidder. Each submittal will be reviewed for relevant experience. For purposes of determining whether a Bidder has the desired business experience, Airport Commission staff will consider (a) the nature of the Bidder's management experience, which is managing the operation of said business on a full-time basis (i.e. at least 40 hours a week), or (b) the nature of the Bidder's ownership of a business, the level of control enjoyed by the Bidder, and whether the Bidder's ownership interest is active (such as managing general partner) or passive (such as limited partner).

7. Airport Concession Disadvantaged Business Enterprise

The Airport Commission is committed to the participation of certified Airport Concession Disadvantaged Business Enterprises (**ACDBEs**) as primes, joint-ventures, and/or sub-lessees in its concessions, including this Concession Opportunity. In order to be counted toward the Airport's overall **ACDBE** goal program, the small businesses must be certified as an

ACDBE by a certifying agency within the California Unified Certification Program (**CUCP**), in accordance with the federal regulations, 49 CFR Part 23.

An ACDBE is defined as a "concession that is a for-profit small business concern that is: (1) at least 51% owned by one or more individuals who are both socially and economically disadvantaged...." and (2) "whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it."

For additional information about the CUCP, please call the Airport Small Business Affairs Office at (650) 821-5021 or send your queries to SFO.ASBAO@flysfo.com.

8. Airport Concession Program

The San Francisco Bay Area evokes colorful images for tourists and business travelers – the Golden Gate Bridge, fine restaurants, elegant hotels, world class and cutting edge retail, the Museum of Modern Art, sailboats on the Bay, the Palace of Fine Arts, wine country, Stanford University, beautiful natural surroundings, and Alcatraz Island. SFO is often the first or last impression travelers have of San Francisco.

The Airport continually seeks new concessions to maximize goods and services available to passengers and to reflect the unique offerings and flavors of the San Francisco Bay Area region. The Airport Commission is committed to the participation of local owners featuring local concepts in its concession opportunities. SFO's food and beverage program is largely local, featuring fresh ingredients and enticing restaurateurs. The retail program provides a thoughtful mix of both local flavor and national and international brands. Traveler services include a full-service banking center, ATMs throughout the terminals, spas, a travel agency and baggage storage operation, showers, and a medical clinic. Further amenities include an Airport Museum, a dynamic art collection throughout the terminals, free WiFi and laptop workstations.

9. Limitation of Total Airport Leases

The Airport Commission has established a policy limiting the number of current leases, food/beverage, retail, or food/beverage and retail combined, held by any one individual or entity to **eight (8)**. For the purposes of this policy, "individual" or "entity" means *any* level of ownership in a lease of an Airport tenant. *Sublease agreements between a concession tenant and a third party are excluded from this policy.*

10. Inquiries Regarding RFB

As discussed further in Parts II.2. and 3., hereunder, interested parties will have an opportunity to pose questions at an Informational Conference and may submit written questions or requests for clarification regarding the RFB until the deadline for questions /

clarifications set forth in Part II.3. Inquiries regarding the RFB and requests for clarification of the RFB must be directed to:

Sharon Perez
Principal Property Manager
Email: Sharon.Perez@flysfo.com
Facsimile: (650) 821-4519
Mail: Revenue Development and Management
San Francisco International Airport
575 North McDonnell Road, Room 3-329
San Francisco, CA 94128

PART II – SCHEDULE AND INSTRUCTIONS TO BIDDERS

1. Schedule

The current schedule for the selection process is shown below. This schedule is subject to change at the sole discretion of the Airport Commission.

All dates and times specified are San Francisco Time:

Informational Conference:	Tuesday, July 28, 2015 10:00 AM Terminal 2, Pre-Security T2 Partnering Conference Room San Francisco International Airport *See below for directions and parking information
Deadline for submission of written questions or requests for clarification:	Friday, August 7, 2015 2:00 PM
Bid Submittal Deadline:	Tuesday, October 13, 2015 2:00 PM
Bid Submittal Address/Location:	Chief Business and Finance Officer c/o Revenue Development and Management San Francisco International Airport 575 North McDonnell Road, Suite 3-329 San Francisco, CA 94128 <u>Please note - the United States Postal Service (USPS) does not deliver to this address. Use an alternative delivery service or method.</u>
Bid Opening Date and Location:	Immediately after Bid Submittal Deadline RDM Conference Room, 3rd Floor SFO Business Center 575 N. McDonnell Road, Suite 3-329 San Francisco, CA 94128
Estimated Concession Award Date:	November 2015

2. Informational Conference

Bidders are encouraged to attend the **Informational Conference on Tuesday, July 28, 2015 at 10:00 a.m.** at the Terminal 2, Pre-Security Partnering Conference Room. Questions will be addressed at this Informational Conference and any available new information will be provided. If you have further questions regarding the RFB, please contact the individual designated in Part I.10 hereunder.

The Airport will keep a record of all parties who attend the Informational Conference. Any requests for information concerning the RFB, whether submitted before or after the Informational Conference, must be in writing, and any substantive replies will be issued as written addenda and posted on-line at <http://www.flysfo.com/business-at-sfo/current-opportunities>.

Questions raised at the Informational Conference may be answered orally. If any substantive new information is provided in response to questions raised at the Informational Conference, it will also be memorialized in a written addendum to this RFB and posted on-line at <http://www.flysfo.com/business-at-sfo/current-opportunities>.

***Directions to Informational Conference:**

3. Deadline for Questions/Clarifications Concerning the RFB

No questions or requests for interpretation will be accepted after **2:00 p.m. on Friday, August 7, 2015.**

4. Time and Place for Submission of Bids

Bids must be received by **2:00 p.m. on Tuesday, October 13, 2015.** Postmarks will not be considered in judging the timeliness of submission. Late submissions will not be considered.

Bid Submittal must be delivered to:

Chief Business and Finance Officer
c/o Revenue Development and Management
San Francisco International Airport
575 North McDonnell Road, Suite 3-329
San Francisco, CA 94128

Please note: The United States Postal Service (USPS) does not deliver to this address. Use an alternative delivery service or method.

5. Format

Bidder shall submit one original, three complete paper copies and one electronic copy of the Bid Submittal. Packages must be **sealed** and **clearly labeled** on the outside:

“GARAGE TAXI STAGING AREA MOBILE CATERING TRUCK LEASE”.

Please be environmentally conscious by using recycled paper and printing double-sided, to the maximum extent practical. Bid Submittals should be bound in some manner to ease review and storage. You may use tabs or other separators within the document. If your response exceeds 10 pages, please include a Table of Contents.

Bids submitted by fax or by email will **not** be accepted.

6. Bid Contents

Bidders must submit all the information requested below. Statements must be complete, accurate and in the form requested. Omission, inaccuracy, misstatement or failure to submit any or all of the items required by this RFB may be cause for rejection of the Bid Submittal.

The following must be included, in the order below, in the Bid Submittal:

a. Bid Checklist (Part VI, Submittal 1)

The Bid Checklist is included as a prompt to assist Bidders in compiling the documents needed for a successful Bid Submittal.

- b. **Minimum Annual Guarantee Offer Form** (Part VI, Submittal 2).
Bidder must bid a MAG for the first Lease Year which is equal to or greater than the Minimum Acceptable Financial Offer identified in Part I.5. The Minimum Annual Guarantee Offer must be submitted in Submittal 2.
- c. **Minimum Qualifications: Identity and Experience Questionnaire** (Part VI, Submittals 3).
The Identity and Experience Questionnaire is required to introduce the Bidder to the City and to prove that the minimum qualification requirements set forth in Part I.6 hereunder are met.
- d. **Minimum Qualifications: Statement of Ability to Comply with Federal Laws, City Ordinances, and Other Governmental Requirements** (Part VI, Submittals 4).
The successful Bidder will be required to enter into a Lease that will set forth the standard terms and conditions of the Airport Commission, including those required by the applicable local, state, and federal law. Many of the codes referenced herein, including the San Francisco Charter and the San Francisco Administrative Code, are available online at <http://www.municode.com>.
- These codes are for reference only and are subject to change. As part of its Bid Submittal, each Bidder must submit a written acknowledgement (attached as Part VI, Submittal 4) that it has reviewed and understands City ordinances, and other governmental provisions including those set forth in the RFB and those set forth in Section 19 of the Lease.
- e. **One Original Bid Bond** (Part VI, Submittal 5).
Bidder must submit a Bid Bond in the Amount of **Ten Thousand Dollars (\$10,000.00)**. The Bid Bond must be an **original** and may be in the form of a Surety Bond or a Letter of Credit, samples of which are attached. Please note that only Bid Bond requirements of less than \$250,000.00 may be in the form of a cashier's check.

The Bid Bond must be valid for a minimum of **six months** after the Bid Submittal Deadline.

The Bid Bond will be held to guarantee execution of the Lease and Bidder's delivery of the deposit required by the Lease. The Bid Bond or the cash proceeds thereof will be retained by the Airport Commission as liquidated damages in the event the successful Bidder fails to execute the Lease or deliver the required Lease deposit. With the consent of the Airport Director, the Bid Bond may be amended to serve as the deposit under the Lease.

The Bid Bond(s) of the unsuccessful Bidder(s) will be returned within a reasonable period of time following award of the Concession Opportunity to the successful Bidder or rejection of the Bid.

PART III – EVALUATION AND AWARD PROCESS

1. Bid Evaluation Process – General

To participate, each Bidder must submit its Bid Submittal on or before the Submittal Deadline. The Airport will hold a public bid opening and announce the apparent successful Bidder. The Airport staff will then verify that the apparent successful Bidder meets the minimum qualification requirements and review the apparent successful Bidder's remaining Bid Submittal to ensure that it is complete and satisfies the RFB requirements.

Each Bidder must:

- a. provide, and the Airport Commission will review, information confirming that the Bidder satisfies the minimum qualification requirements described herein, and
- b. submit a bid which:
 - i. satisfies the requirements described herein,
 - ii. recognizes, acknowledges and agrees the goals described herein, and
 - iii. reflects a Concession Opportunity which represents a quality experience at the Airport that is reflective of the City and County of San Francisco and the Bay Area.

2. Lease Award

Following the review of the apparent successful Bidder's Bid Submittal, Airport staff will then recommend that the Airport Commission, which retains the authority to select the successful Bidder, award the Lease to the apparent successful Bidder. Please note that certain concession leases also require approval from the San Francisco Board of Supervisors, and the Mayor, each acting in their sole discretion.

The Airport intends to award this Lease to responsive and responsible Bidder that tenders the highest initial MAG Offer. If the selected Bidder fails to meet the requirements under this RFB within a reasonable time, the Commission, in its sole discretion, may elect to award the Lease to the responsive and responsible Bidder that tenders the next highest MAG Offer. The City reserves the right to accept bids other than the highest financial offer and to reject any bid that is not responsive to this request. The selection of any bid shall not imply acceptance by the City of all terms of the bid, which may be subject to further approvals before the City may be legally bound thereby.

3. Protest of Non-responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a bid and believes that the City has incorrectly determined that its bid is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or RFB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Protest of Award

Within five working days of the City's issuance of a notice of the results of the RFB, any firm that has submitted a responsive bid and believes that the City has incorrectly selected another Bidder for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the results of the RFB.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or RFB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

5. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Protests must be delivered to:

Chief Business & Finance Officer
San Francisco International Airport, International Terminal
North Shoulder Building, 5th Floor
PO Box 8097
San Francisco, CA 94128
Fax No. (650) 821-5005

PART IV – GENERAL INFORMATION

1. San Francisco International Airport – Background

San Francisco International Airport (SFO) is the major commercial airport for the San Francisco Bay Area and northern California. Owned by the City and County of San Francisco, SFO is located 14 miles south of downtown San Francisco and is situated on San Francisco Bay. Since its opening on May 7, 1927, SFO has grown from a small administration building on 150 acres of unpaved cow pasture to its present configuration of approximately 4.4 million square feet of terminal space on 2,383 acres of developed land. Throughout the Great Depression, four wars, airline deregulation and post-September 11th regulations, SFO has built and retained its position as a world leader in airline and passenger services.

The Airport is a major center for both domestic and international traffic. San Francisco is the largest airport in the San Francisco Bay Area and is the second busiest airport in the state of California after Los Angeles International Airport. In 2013, SFO ranked 22nd in passenger load worldwide¹ and 7th among all North American airports. With a total passenger load of 44,944,201, SFO provided service to 70.8% of the Bay Area market share in 2013. Currently, SFO has 48 scheduled airlines, including major international and national carriers, commuter, seasonal and charter airlines, and air cargo carriers. SFO provides service to over 72 airports nationwide and 37 airports internationally.

The completion of the Master Plan construction program in 2000 ushered in a new 1.8 million square foot International Terminal, the AirTrain automated people mover, new entrance roadways and parking facilities, a consolidated rental car center, expanded cargo facilities, a BART station, and the world's first fully-accredited museum in an airport.

With the completed remodel of Terminal 2 in the spring of 2011, SFO added approximately 29,000 square feet of concession space, featuring local and nationally branded restaurants and retailers.

The Airport is financially self-sufficient and does not rely on general taxpayer support. It prides itself on operating financially as a successful business while serving the public interest. SFO has a direct beneficial economic impact to the San Francisco Bay Area economy with the jobs created and the revenue generated by the airlines, airport businesses, and airport-dependent visitors industry. United Airlines continues to be the single largest employer in San Mateo County.²

2. Operating at the Airport

Our customers, and yours, typically consist of passengers who have limited time to spend in restaurants and shops and must be served quickly and efficiently. Concessionaires should pay close attention to how their facilities will accommodate customers who may have rolling luggage and may be traveling with others including children. Facilities are open 365 days per year with longer operating hours than street-side businesses. Flight delays

¹ Airports Council International, April 2014

² County of San Mateo, Profile FY 2009-2011

necessitate that tenants be prepared to extend hours to provide a valuable customer service and capture this additional business. Each employee at the Airport is also an ambassador at the Airport. Training is essential to ensure that knowledge of the terminals, the basic functioning of the airport and details about the region are known by all employees. It is very common for anyone wearing an airport identification badge to be approached by passengers with general questions. SFO strives for excellent customer service. Approximately 70% of our passengers live outside of the Bay Area. Their experience at SFO is often the first and last impression they will have of their visit to San Francisco or the United States.

3. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program

The San Francisco International Airport has established an ACDBE program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The program serves as an advocate and information disseminator for small and disadvantaged businesses, and initiates policies and activities to maximize their participation in Airport contracts. Additional information may be obtained by calling the Airport Small Business Affairs Office at (650) 821-5021 or at <http://www.flysfo.com/business-at-sfo/small-business-affairs-office>.

4. Internet Access and Paper Copies of RFB Documents

A number of websites are referenced in this RFB and certain forms which are required from the successful Bidder are available at those websites. In an effort to be environmentally responsible, it is the City's intent to limit paper documents where possible. If you do not have access to websites identified in this RFB, please contact the Airport's Revenue Development and Management Office for assistance. Paper copies may be provided and, in some cases, ten cents (\$0.10) per page may be charged.

5. Errors and Omissions in RFB

Bidders are responsible for reviewing all portions of this RFB. Bidders are to promptly notify the Commission, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or other error in the RFB. Any such notification should be directed to the Airport's Revenue Development and Management Office promptly after discovery, but in no event later than five working days prior to the date of receipt of bids. Modifications and clarifications will be made by addenda as provided below.

6. Objections to RFB Terms

Should a Bidder object on any ground to any provision or legal requirements set forth in this RFB, the Bidder must, not more than 10 calendar days after the RFB is issued, provide written notice to the Airport Commission setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of such objection.

7. Modifications to RFB

The Airport Commission may modify the RFB, prior to the Submittal Deadline, by issuing an addendum or addenda, which will be posted on-line at <http://www.flysfo.com/business-at-sfo/current-opportunities>. The Airport Commission will make reasonable efforts to notify Bidders in a timely manner of modifications to the RFB.

Notwithstanding this provision, the Bidder is responsible for ensuring that its bid reflects any and all addenda issued by the Airport Commission prior to the Submittal Deadline regardless of when the bid is submitted. Therefore, the Airport Commission recommends that the Bidder consult the website frequently, including shortly before the Submittal Deadline, to determine if the Bidder has downloaded all addenda.

8. Term and Warranty of Bid

The bid will remain subject to the Airport Commission's acceptance for 120 calendar days after the Submittal Deadline, or such later date as may be agreed by the parties. Submission of a bid signifies that the financial offer is genuine and not the result of collusion or any other anti-competitive activity. In submitting its bid, a Bidder agrees that (a) if the bid is accepted, Bidder will execute a lease for the Concession Opportunity on or before the deadline specified by the Airport Commission; and (b) Bidder accepts all of the terms and conditions of this RFB, including the Lease. The successful Bidder will be required to enter into a lease substantially in the form of the Lease, attached hereto as Part VIII. Failure to timely execute the Lease, or to furnish any and all insurance certificates and policy endorsements, deposits, or other materials required in the Lease, shall be deemed an abandonment of a lease offer. The Airport Commission, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.

9. Revision of Bid

A Bidder may revise its bid on the Bidder's own initiative at any time before the Submittal Deadline. The Bidder must submit the revised bid in the same manner as the original. A revised bid must be received on or before the Submittal Deadline. In no case will a statement of intent to submit a revised bid, or commencement of a revision process, extend the Submittal Deadline for any Bidder. At any time during the bid evaluation process, the Airport Commission may require a Bidder to provide oral or written clarification of its bid. The Airport Commission reserves the right to make an award without further clarifications of bids received.

10. Errors and Omissions in Bid

Failure by the Airport Commission to object to an error, omission, or deviation in the bid will in no way modify the RFB or excuse the Bidder from full compliance with the specifications of the RFB or any contract awarded pursuant to the RFB.

11. Financial Responsibility for Cost of Bid

The Airport Commission accepts no financial responsibility for any costs incurred by a Bidder in responding to this RFB. The bid will become the property of the Airport Commission and may be used by the Airport Commission in any way deemed appropriate.

12. Unacceptable Bids

The Airport Commission considers any of the following causes to be sufficient for disqualification of a Bidder and rejection of a bid:

- a. Submission of more than one bid hereunder by an individual, firm or corporation under the same name or different names.
- b. Evidence of collusion among Bidders.
- c. Existence of any unresolved claims between the Bidder and the Airport Commission.
- d. Failure to meet the minimum qualifications.
- e. Submission of a bid by any individual or entity with eight or more leases, of any kind with the Airport Commission, as discussed under Part I.8.

13. Reservations of Rights by the Airport Commission

The issuance of this RFB does not constitute an agreement by the Airport Commission that any contract will actually be entered into by the Airport Commission. The Airport Commission expressly reserves the right, at any time, to:

- a. Waive any defect or informality in any response, bid, or bid procedure;
- b. Reject any or all bids;
- c. Request a credit report and additional financial information from each Bidder;
- d. Ask one or more Bidders to clarify information in their bid(s);
- e. Rescind or reissue the RFB;
- f. Prior to the Submittal Deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFB, or the requirements for contents or format of the bids;
- g. Select a tenant by any other means; or
- h. Determine that no project will be pursued.

14. No Waiver

No waiver by the Airport Commission of any provision of this RFB shall be implied from any failure by the Airport Commission to recognize or take action on account of any failure by a Bidder to observe any provision of this RFB.

PART V – ORDINANCES; LABOR PEACE/CARD CHECK RULE; COMPLIANCE; LABOR HARMONY

1. Conflicts of Interest

The successful Bidder will be required to agree to comply fully with and be bound by the applicable state and local provisions related to conflicts of interest including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Bidder will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement. Individuals who will perform work for the City on behalf of the successful Bidder might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within 10 calendar days of the City notifying the successful Bidder that the City has selected the Bidder.

Additional information may be found on the Ethics Commission's website at <http://www.sfethics.org/>.

2. Bidder's Obligations Under the Campaign Reform Ordinance

Bidders must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states that no person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or `candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Bidder is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Bidder is prohibited from making contributions to:

- the officer's re-election campaign;
- a candidate for that officer's office;
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded

to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Bids, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- a. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000.00 and a jail term of not more than six months, or both.
- b. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.00.
- c. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000.00 for each violation.

For further information, Bidders should contact the San Francisco Ethics Commission at (415) 581-2300 or ethics.commission@sfgov.org.

3. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFBs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

4. Standard Contract Provisions

Bidders are urged to pay special attention to the requirements of the Federal Nondiscrimination Regulations (§19.8 and 9 in the Lease), San Francisco Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits (§19.10 in the Lease), First Source Hiring Program (§19.19 in the Lease), Minimum Compensation Ordinance (§19.21 in the Lease), Healthcare Accountability Ordinance (§19.23 in the Lease), and Food Service Waste Reduction Ordinance (19.25, in the Lease), as set forth below.

5. Federal Nondiscrimination Regulations

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or gender in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The concessionaire agrees to include the above statements in any subsequent

concession agreement or contracts covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

6. Nondiscrimination in Contracts and Benefits

The successful Bidder will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the Contract Monitoring Division (CMD) website at:

<http://www.sfgsa.org/index.aspx?page=6058> or by calling (415) 581-2310.

7. First Source Hiring Program (FSHP)

Pursuant to Chapter 83 of the San Francisco Administrative Code, the successful Bidder must agree to participate in the City's First Source Hiring Program. Within five (5) business days of the Airport Commission approving the award, Bidder shall submit to the Airport Commission Office of Employment and Community Partnerships, (a) a completed and signed First Source Hiring Agreement and (b) Employer Projection of Entry-Level Job Openings form (Form FSH 01). In the event that the successful Bidder fails to submit timely said First Source Hiring Agreement and Employer Projection of Entry-Level Job Openings form, consideration for this Concession Opportunity award may pass to the next responsive and responsible Bidder at the discretion of the Airport Commission.

Bidders should consult Chapter 83 of San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available from Mr. Flynn Bradley with the Airport Employment and Community Partnership Office at (650) 821-5244.

8. Minimum Compensation Ordinance (MCO)

The successful Bidder will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see 19.21 in the Lease, included herein as Part VIII.

Note that the hourly rate may increase on January 1st of each year and the successful Bidder shall be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO, including the current hourly gross rate, is available on the web at <http://sfgsa.org/index.aspx?page=403>.

9. Health Care Accountability Ordinance (HCAO)

The successful Bidder will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgsa.org/index.aspx?page=407>.

10. Food Service Waste Reduction Ordinance

The successful Bidder will be required to agree to comply fully with and be bound by the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. Additional information may be found on the City's website at <http://www.sfgov2.org/index.aspx?page=886>.

11. Labor Peace/Card Check Rule

In submitting a bid, Bidder is agreeing that it will comply with the Airport's Labor Peace/Card Check Rule, adopted February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for bids, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor shall have violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available.

12. Labor Harmony

Pursuant to Section 7.8 of the Lease, successful Bidder acknowledges that it is of the utmost importance to City, Tenant, and all those occupying or will occupy space at the Airport that there be no interruption in the progress of any construction work; and will be required to maintain labor harmony in any contract or undertaking which Tenant may make with a contractor for work in the Premises.

PART VI – BID CONTENT AND FORMS

- Submittal 1** - Bid Checklist
- Submittal 2** - Minimum Annual Guarantee Offer
- Submittal 3** - Minimum Qualifications: Identity and Experience Questionnaire
- Submittal 4** - Minimum Qualifications: Statement of Ability to Comply with Federal Laws, City Ordinances, and Other Governmental Requirements
- Submittal 5** - Bid Bond Sample Formats

Submittal 1 Bid CHECKLIST

Name of Bidder _____

Lease Name: _____

The following information, forms and documentation are included in the attached bid.

- ☐ **Submittal 1, Bid Checklist** – Check boxes to the left to ensure all required submittals are included in the Bid Submittal. Sign below and include with Bid Submittal.
- ☐ **Submittal 2, Minimum Annual Guarantee Offer** – Complete and execute using form provided.
- ☐ **Submittal 3, Minimum Qualifications: Identity and Experience Questionnaire** – Complete and execute using form provided. Include all pertinent information required.
- ☐ **Submittal 4, Minimum Qualifications: Statement of Ability to Comply with Federal Laws, City Ordinances, and Other Governmental Requirements** – Complete and execute using form provided.
- ☐ **Submittal 5, Samples of Bid Bond and Letter of Credit Forms** – Complete and execute using one of the two forms provided OR provide a cashier's check made payable to the City of San Francisco, if Bid Bond requirement is for less than \$250,000.

Signature

Name

Title

Submittal 2
MINIMUM ANNUAL GUARANTEE OFFER

Name of Bidder: _____

Bidding Entity: _____

Address: _____

Phone No.: _____ **Fax No.:** _____

TO THE AIRPORT DIRECTOR:

This bid is being submitted in response to the Request for Bids for the above-referenced Lease, which is incorporated in this RFB by reference. Defined terms below shall have the meanings given them in the Request for Bids.

Minimum Annual Guarantee Offer. The amount bid for the First Lease Year's Minimum Annual Guarantee is _____ Dollars (\$ _____)

The undersigned represent and warrant to the Airport Commission as follows: (a) the undersigned person(s) are authorized representatives of Bidder; (b) all information submitted by Bidder in the RFB is complete, accurate and truthful. (Note: If Bidder is a joint venture, all joint venture partners must sign; if Bidder is a corporation, at least Bidder's President and Secretary must sign; if Bidder is a limited liability company, at least Bidder's manager or managing member must sign.)

_____ Title _____

Printed Name: _____

_____ Title _____

Printed Name: _____

_____ Title: _____

Printed Name: _____

Date: _____

<p style="text-align: center;">Submittal 3 MINIMUM QUALIFICATION: IDENTITY AND EXPERIENCE QUESTIONNAIRE</p>

Lease Name: _____

Note: Capitalized terms not defined in this Section are defined in the Executive Summary or in the Lease attached.

A. IDENTITY OF BIDDING ENTITY

1. Name and contact details of Bidder exactly as it is to appear in the Lease:

Address: _____

Contact Name and Title: _____

Phone No: _____ Fax No: _____

Email: _____

2. The Bidder, if selected, intends to carry on the business as:

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation | <input type="checkbox"/> Other (attach explanation) |

3. If a Partnership or Joint Venture, attach an executed copy of the Partnership agreement or Joint Venture agreement, and answer the following:

(a) Name, address, and share of each partner of the Joint Venture or Partnership:

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Date of Organization (MM/YY): _____

(c) General or Limited Partnership (if applicable): _____

(d) Where Recorded: _____

(e) Registered in California? (Y/N) _____ If so, when (MM/YY) _____

4. If a Corporation or Limited Liability Company, answer the following:

- (a) When incorporated/formed (MM/YY) _____
- (b) In what state/country _____
- (c) Authorized to do business in California? (Y/N) _____ If so, when? (MM/YY) _____
- (d) Name, address, experience in the business, and amount of stock/membership interests held by the following officers. If the officer titles presented below do not exist within your organization, list officers of similar functions and include their actual title with their names:

Officer	Name	Address	Percent of Stock or Interests
President			
Vice President			
Secretary			
Treasurer			
Other			

- (e) Name, address and shares of stock/membership interests held by other "principal" stockholders or members: (A "principal" stockholder or member is defined as a stockholder or member who holds 10% or more of the outstanding stock or membership interests of the corporation or limited liability company.)

Name	Address	Percent of Stock/ Membership Interest

B. Summary of Experience

In addition to completion of this Qualifications Questionnaire, each Bidder must submit a narrative response that describes in detail how the Bidder meets the minimum qualification

requirements. Bidder may also submit a narrative response that describes in detail how the Bidder meets the minimum qualification requirements, limited to five (5), double sided pages.

Please follow the same format set forth below for your response.

1.		Year 1	Year 2	Year 3
	Concept Name			
	Address/Location			
	Sales			
	Owner/Entity			
	Landlord/Contact			

2. Supporting Documentation: Each Bidder must submit the following information and documentation which supports its qualifications:

- i. Provide the total number of years the Bidder has owned or managed said retail facility(ies).
- ii. Provide information sufficient to show that such facility(ies) specializes in the concept by summarizing the product categories or items, relative to the concept. Items listed must be reflective of the Use and Operational Requirements of **Exhibit B** of the Lease as attached to this RFB document.

Acceptable forms of information will include, but not be limited to sales reports, narrative description, store layout maps with product categories identified and accompanying photos or any other information that will indicate facility(ies) specializes in the Lease concept.

- iii. Each Bidder must provide evidence of ownership or management experience for each of the qualifying years, which evidence must be reasonably satisfactory to the Airport Commission.

Without limiting the generality of the foregoing, each Bidder should consider submitting one or more of the following items:

Ownership

- Organizational documents, such as joint venture/partnership agreement, corporate articles/bylaws, share certificates
- Financial Statements of Bidder
- Tax Returns of Bidder

Management

- Management charts
- W-2 forms
- Business cards
- Confirmation letter from employer

- iv. Provide evidence that Bidders concept generated the minimum gross revenue per qualifying year, as listed below:

Bidder must attach audited financial statements per qualifying year. Audited financial statements may include balance sheets and income statements that were prepared and attested to by a Certified Public Accountant (CPA).

If audited financial statements are not available, submit tax statements prepared by a CPA, along with unaudited financial statements per qualifying year. Include a detailed breakdown showing which of Bidder's facilities meet the Gross Revenue Qualification requirement for each qualifying year.

The financial reports should demonstrate good financial condition supporting a decision to open a new location at the Airport.

- v. State if Bidder has ever operated under another name and/or ownership structure.

C. References

Please provide a minimum of three (3) reference letters from non-affiliated organizations on their company letterhead. Each reference letter must have been dated within the past twelve (12) months and must include information directly related to Bidder's management or ownership experience in the retail business.

FAILURE TO MAKE FULL DISCLOSURE IN RESPONDING TO THE ABOVE QUESTIONS AS REQUIRED MAY RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THIS RFB PROCESS.

D. Affirmative Statement of Accuracy

The undersigned represent and warrant to the Airport Commission as follows: (a) the undersigned person(s) are authorized representatives of Bidder; (b) the person(s) signing below is authorized by Bidder to obligate the Bidder to perform the commitments contained in the Bid Submittal; (c) all information submitted by Bidder in the bid is complete, accurate, and truthful; and (d) submission of this Bid Submittal constitutes a representation by the Bidder that it is willing and able to perform the commitments contained in this bid. (Note: If Bidder is a joint venture, all joint venture partners must sign; if Bidder is a corporation, at least Bidder's President and Secretary must sign; if Bidder is a limited liability company, at least Bidder's manager or managing member must sign.)

_____	Title _____
Printed Name: _____	
_____	Title _____
Printed Name: _____	
_____	Title: _____
Printed Name: _____	
Date: _____	

Submittal 4

MINIMUM QUALIFICATION: STATEMENT OF ABILITY TO COMPLY WITH FEDERAL LAWS, CITY ORDINANCES, AND OTHER GOVERNMENTAL REQUIREMENTS

Name of Bidder: _____

Lease Name: _____

- 1) The undersigned is a Bidder for this Concession Opportunity.

2) The undersigned has reviewed the applicable City ordinances and other governmental requirements applicable to this Concession Opportunity ("**Governmental Requirements**"), including those described in this RFB and the Lease.

3) Bidder is ready, willing, and able to comply with all Governmental Requirements.

4) The undersigned are authorized representatives of Bidder.

_____ Title _____

Printed Name: _____

_____ Title _____

Printed Name: _____

_____ Title: _____

Printed Name: _____

Date: _____

Submittal 5
Bid BOND SAMPLE FORMATS

-Sample Format of Surety Bond-

_____ (Surety)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, as Surety, are held and firmly bound unto the City and County of San Francisco, acting by and through its Airport Commission, as obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to the City and County of San Francisco, acting by and through its Airport Commission, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid Submittal for the _____ **Lease.**

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall enter into a Lease or other agreement (the "Agreement") with the Obligee in accordance with the terms of such Bid Submittal (which by reference is made a part hereof), and give such deposit as may be specified in the Agreement and the RFB process, then this obligation shall be null and void, otherwise to remain in full force and effect; and shall be effective _____.

This bond may be called upon by Obligee by a notice sent to the Surety by registered mail, overnight mail, overnight courier service, or other courier service sent to our offices at: _____.

Signed, sealed and dated this _____ day of _____.

Principal: By: _____

Title: _____

Seal:

Surety Company: By: _____

Title: _____

Seal:

(Attach Notary Public Certificate and Attorney-in-Fact form)

-Sample Format of Irrevocable Letter for Credit-

Date_____

Letter of Credit No._____

Airport Commission
City and County of San Francisco
San Francisco International Airport
PO Box 8097
San Francisco, CA 94128

Ladies and Gentlemen:

We hereby establish an irrevocable letter of credit in your favor in the amount of _____ United States Dollars (US\$_____) for the account of _____, available by your draft at sight, when accompanied by the following document:

A statement signed by the Airport Director of the Airport Commission of the City and County of San Francisco, to the effect that upon the award to _____ by the City and County of San Francisco, acting by and through its Airport Commission, of the Lease or other agreement for the _____ **Lease** at San Francisco International Airport (the "Agreement"), _____ failed to execute said Agreement and furnish the deposit required by said Agreement.

Drafts drawn under and in compliance with the terms of this letter of credit will be duly honored by us upon presentation and delivery of the statement specified above. Such drafts may be presented by registered mail, overnight mail, overnight courier service, or other courier service sent to our offices at: _____.

Sincerely,

PART VII – ADDITIONAL FORMS; FOR SUCCESSFUL BIDDER ONLY

Before the City can execute this agreement, the successful Bidder must file four standard City forms (items 1-4 on the chart below). Because many firms have already completed these forms, and because some informational forms are rarely revised, the City has not included them in this RFB package. Instead, this Part describes the forms, where they can be found on-line and where and when to file them. If a Bidder cannot get the documents off the internet, the Bidder should call the contact persons indicated below.

Bidder does not have to be doing business in the State of California on the date on which it submits its Bid Submittal; however, before this Lease is executed, such Bidder must show evidence to the Airport Commission that it is authorized to conduct business within the State of California and the Counties of San Mateo and San Francisco.

If the successful Bidder has already filled out any of the forms identified below, **the Bidder should not do so again unless the Bidder's answers have changed**. To find out whether these forms have been submitted, the Bidder should call Vendor File Support in the Controller's Office at (415) 554-6702.

Form name; Internet location	Form	Description	When to File; Where to File; For More Info
1 Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=368	W-9	The City needs the lessee's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Must be filed within five (5) days of the Airport Commission approving the award of the Lease. <u>Email</u> vendor.file.support@sfgov.org <u>Fax</u> (415) 554-6261 <u>Purchasing</u> (415) 554-6212 (before you submit the form) <u>Controller</u> (415) 554-6702 (after you submit the form)

Form name; Internet location	Form	Description	When to File; Where to File; For More Info
2 Business Tax Declaration http://sfgsa.org/index.aspx?page=368	P-25	All lessees must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Must be filed within five (5) days of the Airport Commission approving the award of the Lease. <i>Email</i> vendor.file.support@sfgov.org <i>Fax</i> (415) 554-6261 <i>Purchasing</i> (415) 554-6212 (before you submit the form) <i>Controller</i> (415) 554-6702 (after you submit the form)

Form name; Internet location	Form	Description	When to File; Where to File; For More Info
3 S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=368	CMD-12B-101	Lessee tells the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Must be filed within five (5) days of the Airport Commission approving the award of the Lease. Airport Commission Revenue Development and Management PO Box 8097 575 N. McDonnell Road, Room 3-329 San Francisco, CA 94128 <i>For questions, please contact:</i> Tamra Winchester, Equal Benefits Program Coordinator (415) 252-2540 tamra.winchester@sfgov.org
4 S. F. Administrative Code Chapter 83, First Source Hiring Program <ul style="list-style-type: none"> • First Source Hiring Agreement • Form FSH-01 http://www.municode.com	Will be provided by Airport	Lessee submits an executed First Source Hiring Agreement and Form FSH-01 to commit to a program which supports the hiring of economically disadvantaged San Francisco residents.	Must be filed within five (5) days of the Airport Commission approving the award of the Lease. Flynn Bradley, Airport Employment and Community Partnership Office PO Box 8097 San Francisco International Airport San Francisco, CA 94128 (650) 821-5244 Flynn.Bradley@flysfo.com

Office of Contract Administration

Homepage: www.sfgov.org/oca/

Required Vendor Forms: <http://sfgsa.org/index.aspx?page=368>

Contract Monitoring Division

HRC's homepage: <http://www.sf-hrc.org/>

Equal Benefits forms: From the Equal Benefits banner, select "Important Forms and Documents."

PART VIII – LEASE

APPENDIX A

Glossary of Terms

Airport Concession Disadvantaged Business Enterprise (ACBDE)	A concession that is a for-profit small business concern that is (1) at least 51% owned by one or more individuals who are both socially and economically disadvantaged, and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
Airport Commission	The City and County of San Francisco, acting by and through its Airport Commission.
Bidder(s)	Person(s) or entity(ies) who participate in the RFB process for this Concession Opportunity.
City	The City and County of San Francisco.
Concession Opportunity	The business opportunity described in this RFB to lease the premises at the Airport for the permitted use under the terms and conditions in the Lease.
Deplaning Passenger	Passenger exiting an aircraft.
Enplaning Passenger	Passenger entering an aircraft.
Lease	The agreement to be executed by the successful Bidder and City following the award of the Concession Opportunity to the successful Bidder at the end of the RFB process described herein. The form of the Lease is attached as Part VIII.
Minimum Annual Guarantee (MAG)	The amount bid by the successful Bidder, which the successful Bidder guarantees as the minimum payment to the Airport for the first year of the Lease.
Percentage Rent	In addition to the MAG, Concessionaires shall pay percentage rent but only to the extent that the percentage rent exceeds the monthly installment of the MAG.
Premises	The retail concession space at the Airport undergoing this RFB process, as described in Part VIII.
Tenant	The individual Bidder chosen to operate the Concession Opportunity pursuant to this RFB process, following award by the Airport Commission and, if required, approval by the San Francisco Board of Supervisors and the Mayor.

APPENDIX B**Gross Sales of Current Garage Taxi Staging Area Mobile Catering Truck Operator**

Feb-Dec 2011	\$410,812.00
2012	\$468,520.00
2013	\$427,580.00
2014	\$496,009.00
Jan-May 2015	\$184,995.00

NOTICE: The Airport Commission does not warrant the accuracy of this data. These figures are only offered as assistance and the Airport Commission does not guarantee that future sales, enplanements or deplanements will equal or exceed past sales, enplanements or deplanements.

APPENDIX C**Taxi Traffic****Taxi Trip Statistics
(2012 - 2014)**

Month	2012	2013	2014	2015	Difference FY14/15
January	143,306	147,106	159,674	156,329	(3,345)
February	135,910	133,567	145,802	137,826	(7,976)
March	145,543	151,708	163,677	166,748	3,071
April	147,319	165,546	169,844	156,779	(13,065)
May	154,428	162,797	178,801		
June	154,923	162,815	174,649		
July	147,976	158,773	173,310		
August	155,402	165,440	175,185		
September	165,768	172,511	186,642		
October	171,451	187,644	196,638		
November	145,671	151,672	157,672		
December	121,813	145,021	132,038		
TOTAL	1,791,522	1,904,600	2,013,932	617,682	

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