

**CITY OF SAN ANTONIO  
STINSON MUNICIPAL AIRPORT TERMINAL FACILITY  
CATERING AGREEMENT**

ARTICLE I  
AGREEMENT

- 1.1 This catering agreement (“AGREEMENT”) is made and entered into by and between the City of San Antonio, hereinafter referred to as “LESSOR” or “CITY”, and \_\_\_\_\_, hereinafter referred to as “CATERER”, whereby LESSOR grants permission for CATERER to supply food and beverage service at the City of San Antonio’s designated event rental space at Stinson Municipal Airport contingent upon approval by LESSOR and selection by the person or entity having entered into a Facility Use Agreement with City (hereafter collectively “User”) for use of such designated event rental space.
- 1.2 Unless otherwise terminated pursuant to the terms of this Agreement, this AGREEMENT shall terminate \_\_\_\_\_.
- 1.3 CATERER has read and executed the Stinson Municipal Airport Event Space Usage Policy attached hereto as Exhibit 1 and agrees to abide by its terms.

ARTICLE II  
CONDITIONS

- 2.1 CATERER agrees to pay LESSOR, ten percent (10%) of the total amount of food, non-alcoholic beverages and services invoiced and fifteen percent (15%) of total alcohol invoiced to User. CATERER agrees to pay the applicable percentage to LESSOR for any events, where food and services and/or alcohol are provided free of charge or at a reduced rate, based upon the retail value of the food, nonalcoholic beverages, and services provided and/or the retail value of the alcohol provided.
- 2.2 CATERER further agrees to submit to the LESSOR a copy of the invoice indicating the total amount invoiced to User no later than 45 calendar days after the date of the even. This copy along with payment is to be submitted to:

City of San Antonio\  
Aviation Department Fiscal Office  
San Antonio International Airport  
457 Sandau Road  
San Antonio, Bexar County, Texas, 78216

- 2.3 Events to be catered may include: Meetings, Receptions/Cocktail Parties, Breakfasts, Lunches, and Dinners. Services to be provided by CATERER will include, but may not be limited to: all food items and the necessary serving and eating utensils; all food preparation and food services personnel; all drink items, including liquor, if requested, and the required glasses, cups, etc.; all bartenders and related service personnel; all set-up and clean-up activities; all decorations related to the event; all tables, chairs, and furnishings, when necessary; and removal of all garbage related to the event.

- 2.4 CATERER agrees to comply with all health regulations of the City of San Antonio, as well as County, City, State, and Federal regulations and to secure all appropriate licenses and permits pertaining to the preparation and service of food and alcoholic beverages. CATERER agrees to an additional fee if these areas are not left clean, the amount of such fee to be determined by the Building Representative. CATERER agrees to leave the preparation areas and all other areas used clean and free of trash immediately following the conclusion of meeting or event.
- 2.5 CATERER agrees to make no alterations or additions to the premises nor to permit any defacing of the walls, floors, and/or fixtures.
- 2.6 CATERER agrees that this AGREEMENT is effective regardless of any other agreements it has executed with any other party. Therefore, CATERER acknowledges that it is individually liable to LESSOR for any damages arising from this AGREEMENT.
- 2.7 CATERER further agrees and understands that all payments due CATERER will be solely the responsibility of the User of the facility and will in no way be the responsibility of the LESSOR, nor will LESSOR be liable in any way to User or to CATERER in connection with such payments or collection thereof.
- 2.8 CATERER understands that it is one of several caterers on the List of Qualified Caterers (“the List”) compiled by LESSOR through a process of qualification.
- 2.9 CATERER acknowledges that each User must contract directly with CATERER, not with LESSOR except when the LESSOR acts as the User.
- 2.10 CATERER fully understands that appointment of CATERER to the list does not guarantee revenue from LESSOR or provide any expectation for a subsequent contract between the LESSOR and CATERER and a User.
- 2.11 CATERER agrees to furnish all services, inventory, personnel, materials, and other items necessary to perform CATERER’s obligations under this AGREEMENT.
- 2.12 CATERER agrees to provide services in a first-class manner. LESSOR reserves the right to prohibit the provision of certain services or terminate this AGREEMENT if LESSOR concludes that the quality of services are not provided in a first-class manner.
- 2.13 CATERER agrees that CATERER, at the conclusion of any event for which CATERER is chosen to serve by User, is solely responsible for ensuring that the event space is neat and clean and restored to the condition in which the premises were found prior to set-up. Clean-up is to include, but is not limited to, vacuuming, floor mopping, and trash collection and removal. CATERER shall reimburse LESSOR the actual cost of services and equipment, plus a fifteen percent (15%) administrative fee, for the labor, supplies, and/or equipment required or expended should LESSOR find it necessary, in its sole opinion, to do further cleaning or repair to return the premises to their original condition.

### ARTICLE III INSURANCE

- 3.1 Prior to the commencement of any work under this Agreement, CATERER shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to LESSOR’s Aviation Department, which shall be clearly labeled “*Catering for the Stinson Municipal Airport Event*”

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

- 3.2 LESSOR reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by LESSOR’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will LESSOR allow modification whereby LESSOR may incur increased risk.
- 3.3 A CATERER’s financial integrity is of interest to the LESSOR; therefore, subject to CATERER’s right to maintain reasonable deductibles in such amounts as are approved by the LESSOR, CATERER shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CATERER’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| <u>TYPE</u>                                                                                                                                                                      | <u>AMOUNTS</u>                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Workers' Compensation<br>2. Employers' Liability                                                                                                                              | Statutory<br>\$1,000,000/\$1,000,000/\$1,000,000                                                                                                                                                                |
| 3. Commercial General Liability Insurance to include coverage for the following:<br>a. Premises/Operations<br>b. Products/Completed Operations<br>c. Personal/Advertising Injury | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage                                 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles                                                                       | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence (\$5,000,000 if AOA access required).                                                            |
| 5. Professional Liability (Claims-made basis)<br>To be maintained and in effect for no less than two years subsequent to the completion of the professional service.             | 1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services |
| 2. Liquor Liability*                                                                                                                                                             | \$1,000,000 per occurrence                                                                                                                                                                                      |
| * if alcohol is sold on premises                                                                                                                                                 |                                                                                                                                                                                                                 |

- 3.4 CATERER agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of CATERER herein, and provide a certificate of insurance and endorsement that names the CATERER and the LESSOR as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of CATERER. CATERER shall provide the LESSOR with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by LESSOR's Risk Manager, without subsequent LESSOR Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by LESSOR's Risk Manager, which shall become a part of the contract for all purposes.
- 3.5 As they apply to the limits required by the LESSOR, the LESSOR shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. CATERER shall be required to comply with any such requests and shall submit requested documents to LESSOR at the address provided below within 10 days. CATERER shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Aviation Department – Properties Division  
9800 Airport Blvd.  
San Antonio, Texas 78216

- 3.6 CATERER agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the LESSOR, 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 LESSOR, 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 LESSOR of San Antonio where the LESSOR is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the LESSOR.
  - Provide advance written notice directly to LESSOR of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 3.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, CATERER shall provide a replacement Certificate of Insurance and applicable endorsements to LESSOR. LESSOR shall have the option to suspend CATERER's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 3.8 In addition to any other remedies the LESSOR may have upon CATERER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the LESSOR shall have the right to order CATERER to stop work hereunder, and/or withhold any payment(s) which become due to CATERER hereunder until CATERER demonstrates compliance with the requirements hereof.
- 3.9 Nothing herein contained shall be construed as limiting in any way the extent to which CATERER may be held responsible for payments of damages to persons or property resulting from CATERER's or its subcontractors' performance of the work covered under this Agreement.
- 3.10 It is agreed that CATERER's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the LESSOR of San Antonio for liability arising out of operations under this Agreement.
- 3.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the LESSOR shall be limited to insurance coverage provided..
- 3.12 CATERER and any Subcontractors are responsible for all damage to their own equipment and/or property.
- 3.13 Nothing herein contained shall be construed as limiting in any way the extent to which CATERER may be held responsible for payments of damages to persons or property resulting from the performance of the work or activities of CATERER, or the performance or activities of CATERER's agents, officers, directors, representatives, employees, volunteer, consultants, subconsultants, contractors, subcontractors, assignees, licensees, if any, sublicensees, if any, invitees, volunteers, or service providers covered under this AGREEMENT.
- 3.14 CATERER agrees that all subcontractors of CATERER providing food services to include the delivery or dispensing of alcohol must provide to LESSOR a Certificate of Insurance for General Liability and Host Liquor Liability in coverage limits of not less than \$1,000,000 and such policies shall name LESSOR as an additional insured in compliance with the terms and conditions of Section 3.4 above.

ARTICLE IV  
INDEMNITY

- 4.1 **CATERER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, LESSOR and the elected officials, employees, officers, agents, directors, consultants, subconsultants, contractors, subcontractors volunteers, representatives, service providers, utility providers, licensees, sublicensees, and invitees OF LESSOR, 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 or death, and property damage, made upon LESSOR, directly or indirectly arising out of, resulting from or related to CATERER's activities or LESSOR's activities or any other party's activities under this AGREEMENT, including any acts or omissions of CATERER, any agent, officer, director, representative, employee, consultant, subconsultant, contractor, subcontractor, assignee, licensee, if any, sublicensee, if any, invitee, volunteer, or service provider of CATERER, and their respective officers, agents, employees, directors and**

**representatives while in the exercise or performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of LESSOR, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CATERER AND LESSOR ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO LESSOR UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 4.2 The provisions of this Indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CATERER shall advise LESSOR in writing within 24 hours of any claim or demand against CATERER or LESSOR or known to CATERER related to or arising out of CATERER'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CATERER's cost. LESSOR shall have the right, at its option and at its own expense, to participate in such defense without relieving CATERER of any of its obligations under this paragraph.
- 4.3 Defense Counsel - LESSOR shall have the right to select or to approve defense counsel to be retained by CATERER in fulfilling its obligation hereunder to defend and indemnify LESSOR, unless such right is expressly waived by LESSOR in writing. CATERER shall retain LESSOR approved defense counsel within seven (7) business days of LESSOR'S written notice that LESSOR is invoking its right to indemnification under this Contract. If CATERER fails to retain Counsel within such time period, LESSOR shall have the right to retain defense counsel on its own behalf, and CATERER shall be liable for all costs incurred by LESSOR. LESSOR shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 4.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CATERER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CATERER or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE V  
DISADVANTAGED BUSINESS ENTERPRISE

- 5.1 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.

- 5.2 CATERER 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 CITY Agreement, and/or the utilization of DBE/ACDBE suppliers where feasible. CATERER shall solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- 5.3 CATERER 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.
- 5.4 Notification is hereby given that an ACDBE contract specific goal has been established on this contract. The applicable ACDBE goal is 30% of the total gross revenues of this Agreement.
- 5.5 CATERER shall appoint a high-level official to administer and coordinate CATERER's efforts to carry out the DBE/ACDBE Policy and Program requisites. CATERER's official should coordinate and ensure approval of the required "Good-Faith Effort Plan" (**Exhibit 2 - DBE/ACDBE Form 1**).
- 5.6 CATERER shall maintain records 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.
- 5.7 CATERER 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 LESSOR 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. CATERER shall be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a CATERER's good-faith efforts on future airport contracts.
- 5.8 CATERER, 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 DBE/ACDBE goal with certified DBE/ACDBEs. If CATERER fails to achieve the specified DBE/ACDBE goal set out herein or CATERER fails to maintain the DBE/ACDBE goal initially achieved, CATERER will be required to provide documentation demonstrating that it has made good-faith efforts to achieve such goal through the submittal of an Aviation Department approved "DBE/ACDBE Good-Faith Effort Plan".
- 5.9 The LESSOR's DBE/ACDBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by CATERER, the DBE/ACDBE Liaison determines that CATERER has failed to adequately document its good faith efforts, then CATERER 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. CATERER 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. If the Aviation Director determines that CATERER did not

make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

- 5.10 LESSOR encourages the CATERER to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge, Building C, Ste. 319 San Antonio, TX 78230 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. CITY accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.
- 5.11 The following DBE/ACDBE-related contractual clause is specifically included in and made a part of this Agreement. CATERER shall include this clause in each subcontract CATERER 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”.
- 5.12 CATERER agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the CATERER receives from LESSOR. CATERER 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 LESSOR. This clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors.
- 5.13 All changes to the list of subcontractors submitted with the bid and approved by LESSOR, 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 (Exhibit 3)** is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. CATERER shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform under the Agreement with another DBE/ACDBE.
- 5.14 Failure or refusal by CATERER to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program may constitute a material breach of Contract, whereupon the Contract, at the option of LESSOR, may be cancelled, terminated, or suspended in whole or in part, and CATERER may be debarred from further contracts with the City of San Antonio.
- 5.15 CATERER shall not terminate a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) for convenience and then perform the work of the terminated subcontract



with its own forces or those of an affiliate, without the LESSOR's prior written consent. When a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the Agreement for any reason, the bidder/respondent must notify the LESSOR immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.

- 5.16 CATERER will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the Agreement as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal LESSOR has established for this Agreement. The CATERER 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 CATERER fails or refuses to comply in the time specified, LESSOR may issue a termination for default.
- 5.17 The DBE/ACDBE goal for this Agreement shall also apply to amendments for additional services hereunder. CATERER shall use "good faith efforts" to obtain DBE/ACDBE participation for additional services under the Agreement. Amendments that do not alter the type of service originally required may be undertaken using the subcontractor and suppliers already under contract to CATERER. Any amendment affecting the scope of service or value of the Agreement should be documented on a form acceptable to the LESSOR.

#### ARTICLE VI CONFLICT OF INTEREST

- 6.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- 6.1.1 a City officer or employee;
  - 6.1.2 his parent, child or spouse;
  - 6.1.3 a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
  - 6.1.4 a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.
- 6.2 Consultant warrants and certifies as follows:
- 6.2.1 Consultant and its officers, employees and agents are neither officers nor employees of the City.
  - 6.2.2 Consultant has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

- 6.3 Consultant acknowledges that City's reliance on the above warranties and certifications is reasonable.

ARTICLE VII  
EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

- 7.1 Consultant as a party to this Agreement understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.
- 7.2 Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall be discriminated against on the grounds of race, creed, color, national origin, sex, age, or disability. Lessee covenants and agrees to comply with all requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities set out in **Exhibit 4**.

ARTICLE VII  
OTHER REQUIREMENTS

- 8.1 This AGREEMENT becomes effective at the time CATERER enters upon Stinson Municipal Airport premises to perform services for which this AGREEMENT is made, as approved in Section 1.1 above.
- 8.2 LESSOR reserves the right to terminate this AGREEMENT, with or without cause and without liability to CATERER, at any time, without notice to CATERER. However, this shall not relieve CATERER from payment of any sum or sums then due and payable to LESSOR. Upon termination CATERER will be removed from the List of Qualified Caterers.
- 8.3 CATERER agrees to comply with the City of San Antonio's Stinson Municipal Airport Facility Use Policy dated Effective July 6, 2017 a copy of which is attached hereto and incorporated herein verbatim for all purposes as **Exhibit 1**.

-----*Signatures to follow*-----

**In Witness Whereof**, the Director for Real Estate Leasing Division has executed this AGREEMENT in accordance with the authority granted pursuant to Ordinance No. \_\_\_\_\_ and the CATERER in its duly authorized capacity have caused their representatives to set their hands.

**LESSOR**

**CATERER**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_  
Director,

Date: \_\_\_\_\_

\_\_\_\_\_  
**Name of Caterer**

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Exhibit 1**  
**Stinson Municipal Airport Facility Use Policy**

**I. Purpose**

Stinson Municipal Airport (Stinson) is the second oldest general aviation airport in continuous operation in the United States and is the primary reliever for general aviation traffic in San Antonio, Texas. Stinson is owned by the City of San Antonio and is a part of the San Antonio Airport System.

Located within the SSF terminal building is event space. The primary purpose of the event space at Stinson is to provide space for City of San Antonio Aviation Department operational business events and the promotion of San Antonio’s aviation and aerospace industries. When not being utilized for the aforementioned purposes, the event space is available to the public pursuant to a license agreement so long as the use does not impair or interfere with the operational functions of the airport and conforms to the terms and conditions of this Facility Use Policy.

The City of San Antonio Aviation Department will not discriminate in making its premises available for use on the basis of race, national origin, religion, gender, age, political affiliation, or physical limitation.

**II. Definitions**

- A. *City* – City of San Antonio
- B. *Stinson* – Stinson Municipal Airport
- C. *Policy* – Stinson Municipal Airport Facility Use Policy
- D. *User* – individual(s) or group(s) who signs the Agreement
- E. *Agreement* - the Facility Use Agreement the User must execute to lease the Stinson event space
- F. *Facility Use Fee* – the rental fee charged for the use of the event space
- G. *Regular Business Hours* – 8:00am – 5:00pm., Monday – Friday
- H. *After Hours* – after 5:00 pm, Monday – Friday, all day Weekends and Holidays
- I. *Holiday* – those holidays that are officially observed by the City

**III. Regulations**

- A. *Event Spaces Available for Use*

| Event Space                            | Arrangement | Capacity |
|----------------------------------------|-------------|----------|
| Executive Conference Suite (Rooms A/B) | Banquet     | 112      |
| Executive Conference Room A            | Classroom   | 72       |
| Executive Conference Room B            | Conference  | 10       |

Requests for lobby, courtyard or any ancillary spaces are subject to availability and approval of the Stinson Airport Manager. Event space configurations, furniture and available equipment are listed on Attachment A.

*B. Authorization for Event Space Use*

1. The City's Aviation Department (Aviation Department) is responsible for managing Stinson Municipal Airport, which includes use of the event space.
2. The Policy shall be implemented by the Aviation Department acting through the Stinson Airport Manager.
3. Permission to use Stinson event space in no way constitutes endorsement by the City of the policies or beliefs of the User.
4. Consideration for use will be given on a first-come/first-serve basis. The Stinson Airport Manager will determine the number of events operated simultaneously at Stinson and does not guarantee sole use of the facility.
5. If use is approved, in order to secure a reservation, the User shall execute a Facility Use Agreement, a sample of which is included in Attachment B, and submit payment of the Facility Use Fee and any other applicable service fees to the Stinson Airport Manager with the executed Agreement. Checks or money orders are payable to City of San Antonio. Reservations for the event spaces will be confirmed no more than one year in advance.
6. User must agree to abide by the Policy set forth herein Agreement.
  - a. Unless otherwise approved in writing by the Stinson Airport Manager, event spaces may be used during Regular Business Hours, not including holidays and weekends.
  - b. Notice of cancellation must be given in writing to the Stinson Airport Manager.
    - i. Cancellations received at least thirty (30) days prior to the date of the event, will result in no cancellation fee.
    - ii. Cancellations received less than thirty (30) days in advance will result in a cancellation fee of 50% of the entire Facility Use Fee paid.
7. User or User's representative shall remain on Stinson for the period time the event space is dedicated to User's use per the Agreement to:
  - a. Ensure the safety and security of attendees and the event space,
  - b. Be responsible for all actions of attendees,
  - c. Ensure the event space is used only for the purpose stated in the Agreement,

- d. Ensure minors are supervised by responsible adults at all times,
- e. Not allow unlawful or disruptive activities, and
- f. Ensure that attendees observe the policies, regulations, and procedures set forth in this Policy.

*C. Policies Regarding Use of Event Space*

1. Authorized City staff may enter and remain in an event space at any time during a scheduled event. The City reserves the right to attend any events held on Stinson (except executive sessions of governmental bodies) to ensure that all activities comply with the event purpose stated in the Agreement and no unlawful activities are occurring on Stinson premises.
2. The event space shall remain locked at all times that the facility is not in use. City staff must provide access to the event space to User prior to any event.
3. If User requires City staff to assist User during the user's event, User shall arrange for and pay for such staff time prior to the event.
4. User shall have access and use of the furniture and equipment assigned to such event space, as set out in the Agreement. Any problems with furniture or equipment should be reported to the airport administrative office when detected.
5. Load-in and load-out of rentals and other equipment brought in by User for an event must be coordinated with the Stinson Airport Manager. User equipment and supplies shall not be stored at Stinson either before or after the event.
6. Aviation Department Staff assistance in arranging chairs and tables, in other than standard arrangement, as set out in this Policy, must be requested and approved in advance, preferably at the time of Agreement submittal. Any modifications after Agreement submittal must be requested no less than two (2) weeks in advance of event and, if applicable, require advance payment of fees as outlined in Section E. Aviation Department staff cannot assist with changes to furniture or equipment arrangement during an event.
7. Food and beverage may only be brought into the building for events by an approved caterer or by the restaurant located within the Stinson terminal. No "potluck" catering is allowed. No food and beverages shall be brought in by anyone other than an approved caterer or the restaurant located within the Stinson terminal.
8. Smoking is prohibited in Stinson Municipal Airport Terminal. Smoking is permitted in designated outside smoking areas only.
9. Handouts or registration materials may be distributed inside the event space or immediately outside the event space only. Handouts may not be distributed or posted in Stinson, except as approved by the Stinson Airport Manager.

10. Nothing shall be attached to the walls, ceiling, or any fixtures unless approved by the Stinson Airport Manager in advance.
11. No person shall engage in any solicitation for any purpose or in any manner on Stinson property unless such solicitation is authorized pursuant to an agreement with the City.
12. A list of vendors, to be used by User, with their contact person and telephone numbers must be provided to the Stinson Airport Manager at the time of Agreement execution. Delivery and arrival schedules for all vendors must be approved by the Stinson Airport Manager.
13. Users shall comply with all City of San Antonio Ordinances, City policies, state, and federal laws.
14. No person shall occupy Stinson streets, roads, or sidewalks in such a manner as to hinder or obstruct their proper operation or use by others. No person shall drive any vehicle across or upon any lawn or grassy area.
15. All furniture brought into the airport must have non-marring protective caps to avoid scratching floors. Movement of furniture must be done with the use of rubber wheeled dollies or carts. All furniture must be lifted, not dragged.
16. All Users shall observe the graphic boundaries associated with the Agreement as being absolute and shall not encroach on adjacent areas, ramp, hangers, or other tenant leased areas. No Users and attendees will be permitted to access city offices and the Airport Operating Area which includes aircraft parking areas, hangars, tenant leased areas, and areas intended to be used for the landing, maneuvering, and taking off of aircraft.

*D. Event Space User Responsibilities*

1. User is responsible for parking arrangements related to their event. Valet or parking vendors must be pre-approved in writing as part of the Agreement. No special or exclusive parking arrangements are permissible.
2. User must agree to restore the event space used to a reasonable degree of order - to as good, a condition (e.g. all waste material in appropriate receptacles) as it was found prior to the event. Failure to restore event space to this condition may result in additional charges for the required cleaning and revocation of authorization for future use. User may not hire an outside vendor for cleanup without prior written approval from the Stinson Airport Manager in order for ensuring the means and methods for cleaning the areas.
3. User is responsible for any loss or damage to City or Stinson tenant property including, but not limited, to adjoining facilities, building common areas, or building

exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, carpet, furniture, or any other property. Failure to pay for damages will result in revocation of authorization for future use and/or other necessary action.

4. The Stinson Airport Manager or designee will conduct a walk-through before and after each event. The authorized User must report to the designated Aviation Department staff member before set-up and again at the end of the event. Unless otherwise scheduled and approved, events must end by 5:00 p.m. to allow for clean-up and walk-through.
5. User shall comply with all Fire Department requirements and pay all necessary Fire Marshall fees to the appropriate persons prior to the event.

*E. Fees*

1. Fee Schedule for Rental of Stinson Municipal Airport Event Spaces

The fee schedule shall apply to all Users except City Staff who wish to use the facilities. The license fee (“Facility Use Fee”) and any applicable Service Fees must be paid upon execution of Agreement prior to use. A User must reserve and pay for adequate time to provide for set-up and clean-up.

a. Facility Use Fee:

| Event Space                            | Commercial Rates     |               |                                         |                |                | Non-Profit Rates     |               |                                         |                |                |
|----------------------------------------|----------------------|---------------|-----------------------------------------|----------------|----------------|----------------------|---------------|-----------------------------------------|----------------|----------------|
|                                        | Rate - Regular Hours |               | Rate - After Hours, Weekends & Holidays |                |                | Rate - Regular Hours |               | Rate - After Hours, Weekends & Holidays |                |                |
|                                        | # Hours 1 - 4        | # Hours 4 - 8 | Hours 8am-5pm                           | Hours 6pm-11pm | Hours 8am-11pm | # Hours 1 - 4        | # Hours 4 - 8 | Hours 8am-5pm                           | Hours 6pm-11pm | Hours 8am-11pm |
| Executive Conference Suite (Rooms A/B) | \$225                | \$400         | \$800                                   | \$800          | \$1,200        | \$135                | \$240         | \$480                                   | \$480          | \$720          |
| Executive Conference Room A            | \$150                | \$275         | \$550                                   | \$550          | \$800          | \$90                 | \$165         | \$330                                   | \$330          | \$480          |
| Executive Conference Room B            | \$75                 | \$125         | \$250                                   | \$250          | \$400          | \$45                 | \$75          | \$150                                   | \$150          | \$240          |

b. Service Fees effective as of the date the program is approved by the City Council of San Antonio:



- i. If the presence of additional Aviation staff is requested by the User or required by the Aviation Department, compensation for each staff member will be charged at the following rate:  

\$30.00per hour\* (2 hr. minimum charge)
- ii. If custodial services are requested by the User or required by the Stinson Airport Manager, compensation for each staff member will be charged at the following rate:  

\$21.75 per hour\* (2 hr. minimum charge)
- iii. Aviation Department staff and custodial services assistance must be approved and paid for at the time the Agreement is submitted.
- iv. No gratuities are to be given to the City staff.
- v. The User incurring charges not requested or paid for in advance, including Aviation Department staff time, or staying beyond reserved time, will be billed according to the fee schedule set forth in this Policy. Failure to pay the fee will result in the User's loss of the privilege of using the event space(s) until the fee is paid.

\* Service Fees may be changed from time to time upon City Council approval.

2. Audio Visual Equipment Rental Rates

- a. The rates below include the set-up of and instruction on the operation of the audiovisual equipment. If Aviation Department staff assistance in the operation of audiovisual equipment is required during the event, it must be arranged in advance, preferably at the time of Agreement submittal and any subsequent modifications need to be requested no less than two (2) weeks in advance and require advance payment of fees as outlined in this policy. Damaged or lost equipment will be charged to User at Manufacturer's Suggested Retail Pricing.

| Available Equipment                       | Rate |
|-------------------------------------------|------|
| 65" Large screen television               | \$30 |
| Portable podium                           | \$20 |
| Overhead projector with projection screen | \$30 |
| Wireless microphone                       | \$5  |
| DVD player                                | \$20 |
| Easel                                     | \$5  |

- b. If the City of San Antonio is the intended User of the audiovisual equipment, fees for the use of the equipment will be waived.

3. Waiver of rental fees. The Aviation Director is authorized to waive or establish new rates and charges for rentals and services when it is determined that such action is in the best interest of the City.

#### F. *Alcohol*

1. If alcoholic beverages will be served, User must notify City of such at the time of reservation if (also referenced herein as “liquor”).
2. An approved caterer must be retained to serve liquor. Additionally, User shall ensure that all applicable liquor licenses and insurance policies are procured and current.
  - a. If alcoholic beverages are to be served, a copy of the Texas Alcoholic Beverage Commission (TABC) license of the approved caterer must accompany the Agreement.
  - b. All alcoholic beverages must be brought in and removed by the caterer. Stinson is not responsible for removal or disposition of alcoholic beverages left on Stinson.
  - c. The caterer assumes all responsibility for the serving of alcoholic beverages, consistent with the laws of the State of Texas and other regulatory authorities. All events that include approved alcohol service are required to use TABC-certified servers.
3. Events that serve alcohol are required to use an off-duty San Antonio Police Department officer for security. The final number of officers is determined solely by the SAPD Off-Duty Employment Unit (ODEU) based on the event requirement. User can contact the SAPD ODEU directly at (210) 207-7020 for more information or to make arrangements.
4. If alcohol will be served, User must have Tenant User Liability Insurance Program (“TULIP”) insurance coverage, at its own expense. Evidence of such insurance must be provided to the City prior to the event.
5. No person shall consume any alcoholic beverage except in the leased event space. No person in any public area of the terminal, any restricted area, or areas where aircraft operate and park, shall be in possession of a bottle, can, or other receptacle containing an alcoholic beverage that has been opened, or with a broken seal, or the contents of which have been partially removed, unless the bottle, can, or other receptacle is enclosed in a carrying case.

#### G. *Catering*

1. The caterer for any event at Stinson must be selected from the Stinson Municipal Airport List of Qualified Caterers. Caterers will pay the City ten percent (10%) of total food, non-alcoholic beverages and services & fifteen percent (15%) of total alcohol provided to the User, except when the catered event is for City departments for internal, official City of San Antonio business. These fees do not apply if the food vendor located within the Stinson terminal is selected to cater the event.
2. The Stinson Municipal Airport List of Qualified Caterers for any event held in the Stinson event spaces will be available from the Stinson Airport Manager for Users wishing catering. The list will be an open list with the Aviation Director having the authority to, without council authorization, enter into agreements authorizing caterers to provide catering services at the Stinson Municipal Airport Event Spaces so long as such caterer meets requirements on the Catering Agreement. If a requested Caterer is not on the approved list, the Caterer can complete the Stinson Catering Agreement and submit it to the Stinson Airport Manager who will submit it to the Aviation Director for approval.

#### H. *Decor/Floral Decorations*

1. Plans for decor are subject to the approval of the Stinson Airport Manager. Decor must not mar or affect the appearance of the airport structure and must be removed immediately following the event. No tape, adhesive, nails, screws, metal hooks, or the like may be placed on or driven in any walls, ceilings, windows, furniture, doors, or other interior or exterior surfaces or furnishings of Stinson. Nor may any decorations be hung from the ceiling mounted fixtures. Helium filled balloons are prohibited.
2. No glitter, rice, confetti, birdseed, sparklers, "silly string" or anything similar may be thrown or scattered on Stinson premises.
3. Any additional lighting must be approved by the Stinson Airport Manager. The lighting vendor must meet with the Stinson Airport Manager at least one (1) week prior to the day of the event to discuss electrical requirements.

#### I. *Music, Entertainment and Performance Groups*

1. Because event spaces are in close proximity to Stinson tenants and customers, noise is expected to be kept to a minimum during Regular Business Hours. As such, the use of music, either live or recorded, will not be allowed between the hours of 8:00 a.m. and 5:00 p.m. without the prior written approval of the Stinson Airport Manager.
2. Adult entertainment such as parties with female or male entertainers is not allowed.

3. The selection of music, entertainment, or performance groups must be approved in advance of the event by the Stinson Airport Manager. Music on the Patio is not allowed.

*J. Publicity*

1. User is responsible for the event's publicity. Publicity shall not include the Aviation Department or Stinson Municipal Airport telephone number or brands/logos. Neither the name nor the address of Stinson Municipal Airport may be used as a mailing address for organizations, groups, or individuals using meeting room facilities. Copies of all publicity must be submitted to the Stinson Airport Manager prior to publication.
2. Any signs on premises for directional or promotional purposes must be submitted to the Stinson Airport Manager the day before the event for posting since only Aviation Department staff may post signs. Unauthorized signs will be removed. At no time may materials be attached to walls, ceilings, windows, furniture, doors, or other interior or exterior surfaces or furnishings of the Stinson airport.

**ATTACHMENT A**  
**RENTAL OF STINSON MUNICIPAL AIRPORT**  
**FACILITY USE POLICY**  
**CONFERENCE ROOMS LAYOUT/FUNITURE**

**Executive Conference Room A/B - Furnished**

- Banquet Set-up
  - Seats 112
  - 14 – 60” round tables
  - 112 chairs
  - 3 serving tables
- Portable podium
- 65” large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

**Executive Conference Room A - Furnished**

- Classroom Set-up
  - Seats 32
  - 16 classroom tables
  - 32 chairs
- Portable podium
- 65” large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

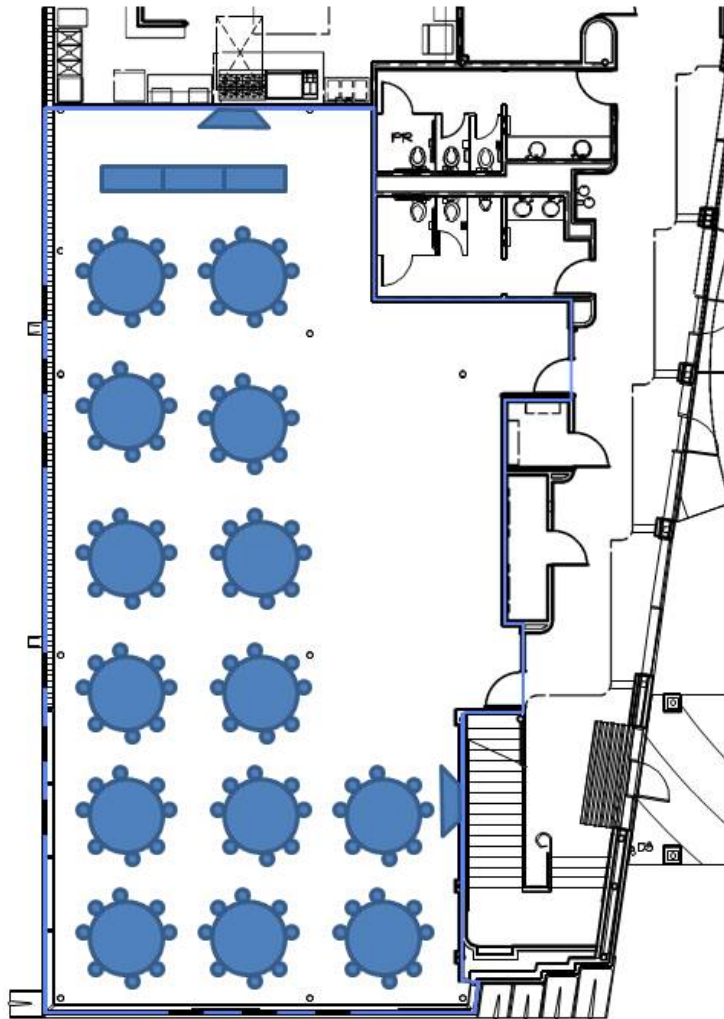
**Executive Conference Room B - Furnished**

- 1 large conference room table
  - Seats 10
  - Executive high back chairs
- Portable podium
- 65” large screen television

- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel

# Attachment A-1

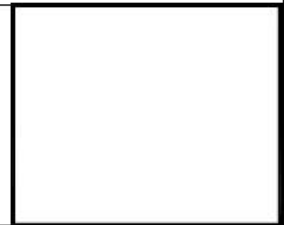
COSAAVIATIONPLANNING&DEVELOPING



## Executive Conference Room A/B Banquet Set-Up – Seats 112



- 14 – 60" round tables
- 112 chairs
- 3 serving tables



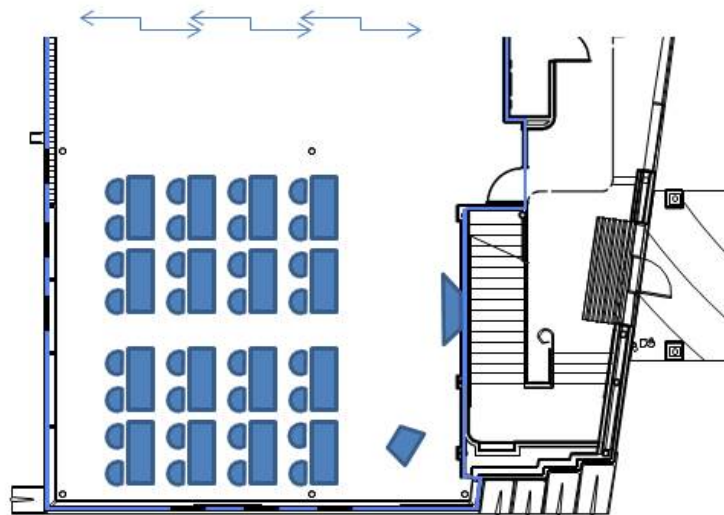
## Attachment A-2

COSAAVIATIONPLANNING&DEVELOPING

### Executive Conference Room A

#### Classroom Set-Up – Seats 32

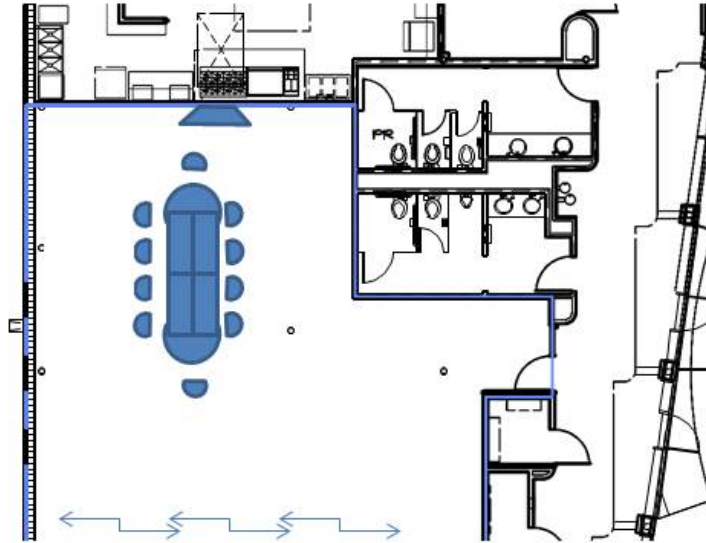
- 16 classroom tables
- 32 chairs
- Portable podium
- 65" large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel





## Attachment A-3

COSAAVIATIONPLANNING&DEVELOPING



### Executive Conference Room B

#### Seats 10

- 1 large conference room table
- Executive high back chairs
- Portable podium
- 65" large screen television
- Overhead projector with projection screen (coming soon)
- Wireless microphone (coming soon)
- Easel



**EXHIBIT 2**

**DBE/ACDBE FORM 1**

(DBE/ACDBE FORM 1)

**NAME OF PROJECT: Catering Services for Stinson Municipal Airport**

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**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 (7) business days from the date a contract is negotiated. **If the Aviation Department does not receive completed copies from the apparent successful proposer within seven (7) business days from the date a contract is negotiated, then apparent successful proposer's Good Faith Effort Plan will not be approved. An approved Good Faith Effort Plan is required prior to award of any contract.**

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

(Use Additional Sheets if Necessary)

**If goal was met, skip to Item 9**

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

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

(Use additional sheets as needed)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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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:

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

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

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

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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:

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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: \_\_\_\_\_

**EXHIBIT 3**

**DBE FORM 3, CHANGE OF SUBCONTRACTORS/SUPPLIERS**

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)  
LETTER OF INTENT  
FOR FEDERALLY FUNDED CONTRACTS  
(DBE/ACDBE FORM 3)**

The requirements of 49 CFR Part 26 (Section 26.53), of the U.S. Department of Transportation, requires that all bidders/proposers comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/proposers to submit the following information from each Subcontractor/Supplier for this contract], and/or change or addition of subcontractors/suppliers on federally funded contracts (ACDBE Form 3)

**NAME OF PROJECT:** \_\_\_\_\_

Name of bidder/proposer's firm: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_



Name of Sub consultant/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

Type of Certification: \_\_\_\_\_ DBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ AABE \_\_\_\_\_ SBE

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

Age of Firm (Number of Years in Business: \_\_\_\_\_ Years

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

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

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

**Affirmation**

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

By: \_\_\_\_\_  
Signature of Firm's Representative Date

Title: \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

***DECLARATION OF PRIME CONSULTANT:***

I hereby declare and affirm that I am the

\_\_\_\_\_  
(Title of Declarant)

and a duly authorized representative of

\_\_\_\_\_  
(Name of Prime Consultant)

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

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

\_\_\_\_\_  
(Name of Declarant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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



## EXHIBIT 4

### FAA REQUIRED CONTRACT PROVISIONS

#### **Compliance with Nondiscrimination Requirements**

During the performance of this Concession Agreement, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees as follows:

1. **Compliance with Regulations:** Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Concession Agreement.
2. **Non-discrimination:** Concessionaire, with regard to the work performed by it during the Concession Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire’s obligations under this Concession Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Concessionaire’s noncompliance with the Non-discrimination provisions of this Concession Agreement, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Concessionaire under the Concession Agreement until Concessionaire complies; and/or
  - b. Cancelling, terminating, or suspending the Concession Agreement, in whole or in part.

6. **Incorporation of Provisions:** Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the City to enter into any litigation to protect the interests of the City. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

**Federal Fair Labor Standard Act (Federal Minimum Wage)**

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

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

**Occupational Safety and Health Act of 1970**

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

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## VI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor’s policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.