

2008-08-14-0705

**AN ORDINANCE**

**AUTHORIZING THE FIRST AMENDED AND RESTATED LICENSE AGREEMENT WITH ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC. FOR CONCESSIONS SERVICES AT THE ALAMODOME, EXTENDING THE AGREEMENT THROUGH SEPTEMBER 30, 2015.**

\* \* \* \* \*

**WHEREAS**, Ordinance No. 97586, passed and approved on May 8, 2003, authorized a five-year license agreement ("Agreement"), including a five-year renewal option, with Aramark Sports and Entertainment Services of Texas, Inc. ("Aramark") for the operation of food, beverage and catering services at the Alamodome; and

**WHEREAS**, Aramark has 25 years experience in facility food service, is the largest food service business in the United States, employs experienced personnel and has made a strong SBEDA commitment under its current Agreement; and

**WHEREAS**, the proposed First Amended and Restated License Agreement allows Aramark to continue providing concessions services at the Alamodome, while permitting another firm to provide catering, restaurant, and Club Level concessions services, and provides for a \$75,000.00 investment by Aramark in Alamodome equipment and concession stands improvements; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of the First Amended and Restated License Agreement with Aramark Sports and Entertainment Services of Texas, Inc. for concessions services at the Alamodome, extending the Agreement through September 30, 2015, are authorized and approved.

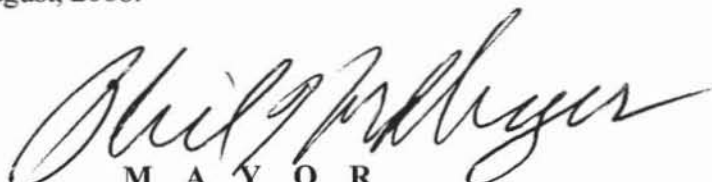
**SECTION 2.** The City Manager or her designee is authorized to execute the First Amended and Restated License Agreement with Aramark Sports and Entertainment Services of Texas, Inc. A copy of the First Amended and Restated License Agreement, in draft form, is attached to this Ordinance as Exhibit I. The City Manager or her designee is authorized to make any non-substantive changes to Exhibit I that are necessary to carry out the purposes of this Ordinance.

**SECTION 3.** Funds generated by this Ordinance will be deposited into Fund 29016000 HOT Alamodome Fund, Internal Order 245000000030 Alamodome, General Ledger 4407732 Commissions from Contracts - Catering.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance

**SECTION 5.** This Ordinance shall be effective on and after the tenth day after passage.

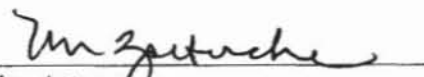
**PASSED AND APPROVED** this 14<sup>th</sup> day of August, 2008.

  
M A Y O R  
**PHIL HARDBERGER**

**ATTEST:**

  
City Clerk

**APPROVED AS TO FORM:**

  
for City Attorney

<b>Agenda Item:</b>	<b>24B ( in consent vote: 5, 6, 9, 11, 12, 13, 14, 15, 17, 24A, 24B, 25, 26, 27, 29A, 29B, 29C )</b>						
<b>Date:</b>	08/14/2008						
<b>Time:</b>	02:34:26 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the First Amended and Restated License Agreement with Aramark Sports and Entertainment Services of Texas, Inc. for concessions services at the Alamodome, extending the Agreement through September 30, 2015.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2	x					
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6	x					
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x			x	
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

## FIRST AMENDED AND RESTATED LICENSE AGREEMENT

This Agreement made and entered into this \_\_\_ day of August, 2008, by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") and ARAMARK Sports and Entertainment Services of Texas, Inc., a Texas corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, City owns and operates the Alamodome, located at 100 Montana Street, San Antonio Texas, which for purposes hereunder shall mean the interior of the stadium building but none of the other areas which include without limitation all sidewalks, parking areas, walkways and plazas servicing said stadium and rights at the Alamodome;

Whereas, the Licensee submitted a proposal of services to be performed at the Alamodome, which such Proposal and the Request for Proposals are incorporated into this Agreement as Exhibit A as further described herein; and

Whereas, Licensee is a qualified management company selected by the City to manage the Foodservice sales at the Alamodome during the term of this Agreement; and

Whereas, City and Licensee entered into a License Agreement pursuant to Ordinance No. 97586, passed and approved May 5, 2008, which now needs to be amended through this First Amended and Restated License Agreement; and

Now therefore, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

### I. DEFINITIONS:

1.1 "Accounting Period" shall refer to the Licensee's four or five week fiscal periods of which there must be twelve within each calendar year.

1.2 "Agreement Year" shall refer to the period October 1<sup>st</sup> through September 30<sup>th</sup> for every year until September 30, 2015 or until the Agreement terminates in accordance with the terms herein, whichever is earlier.

1.3 "Alcoholic Beverages" shall refer to all beers and wines provided under this Agreement, regardless of where they are provided, in what packaging or format, or to whom they are provided.

1.4 "Branded Products" shall refer to those food or beverage items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Licensee or the City is required to pay royalty fees and/or shared advertising costs to the franchiser or licensor in consideration of the right to sell such items in the Alamodome. All such license, royalty or advertising and related costs shall be paid by the City.

1.5 "Catering Sales" shall refer to any food or beverage function of multiple customers, including Media Sales, where payment for the entire function rests with one individual or company and shall also include any cash bars operated in conjunction with such catering.

1.6 "City" shall refer to the City of San Antonio, Texas or its authorized representative. Correspondence to the City should be addressed to Jim Mery, Assistant CSEF Director - Alamodome, 100 Montana Street, San Antonio, TX 78203.

1.7 "Club Level Concession Sales" shall refer to the sale of food and beverages sold from permanent or portable concession stands or roving vendors (i.e. hawkers) to individual customers on the Club Level of the Alamodome.

1.8 "Commission" shall refer to the percentage of Gross Receipts that the Licensee pays the City, each Accounting Period.

1.9 "Concession Sales" shall refer to the sale of food and beverages sold from permanent or portable concession stands or roving vendors to individual customers and shall exclude Catering Sales, Suite Sales, Restaurant Sales, Subcontractor Sales and Club Level Concession Sales.

1.10 "Equipment" shall refer to all warehouse, receiving, preparation, serving, transportation and administrative furniture and machinery used in this current concession operation that is not attached to the physical building structure by more than a utility line.

1.11 "Foodservice" shall refer to the following sales of food and beverages at the Alamodome: Alcoholic Beverages, Branded Products and Concession Sales in the areas defined in Sections 2.1 and 2.2.

1.12 "Gross Receipts" shall refer to the aggregate amount of money, charges, service and rental charges received or charged by the Licensee, or any agent, subcontractor or employee of the Licensee for all sales, cash or credit whether collected or not, made as a result of the service rights granted under the Agreement, excluding applicable sales taxes, Texas Alcohol Beverage Commission taxes, gratuities, service charges, discounted sales approved by the City in writing and shortages reduction provided for in Section 4.4. Gross Receipts, for the purposes of determining the City's Commissions, shall include the Gross Receipts of any City approved subcontractor and not just its payments to the Licensee.

1.13 "Leasehold Improvements" shall refer to all warehouse, receiving, preparation, serving and administrative equipment, fixtures, furnishings, finishes, machinery, cabinetry, and construction materials used in this current concession operations, that are attached to the physical building structure by more than a utility line.

1.14 "Media Dining" shall refer to food and beverage services provided to credentialed members of the media at all Alamodome events.

1.15 "Merchandise" shall refer to all non-edible souvenirs, novelties and publications at the Alamodome.

1.16 "POS" shall refer to points of sale or lines at a concession stand, whether portable or fixed, or an individual roving vendor in the seating bowl, where a customer may purchase a concession item.

1.17 "Renter" shall refer to any person or entity that contracts with the City to use the Alamodome for a specific event or events.

1.18 "Restaurant Sales" shall refer to proceeds derived from providing all food and beverage service in the public and/or private restaurants and lounges at the Alamodome that are not Catering Sales or Suite Sales.

1.19 "Small Business Economic Development Advocacy (SBEDA) Program" shall refer to the City program that is designed to promote the utilization and participation of Local, Minority, Woman, and African-American Owned Business Enterprise in City sponsored contract opportunities. The following are definitions as they relate to the SBEDA program.

**Bidder**: one who submits a bid to the City in response to an invitation to bid or to a request for proposal.

**Certification**: the process by which the SBEDA Program staff determines a firm to be a bona fide minority, woman, and/or African-American business enterprise as set forth herein.

- A) **SBEDA Program**: the Small Business Economic Development Advocacy Program
- B) **SBAC**: the Small Business Advocacy Committee; formerly the Small Business Economic Development Advocacy Committee.
- C) **Manager**: the Manager of the Small Business Outreach Division.
- D) **Director**: the Director of the Economic Development Department.
- E) **Division**: the Small Business Outreach Division.
- F) **Contracting Agency**: the City agency or department or authorized representative of the City, which issues invitations to bid or requests for proposals.
- G) **Prime Contractor**: the person, firm or legal entity with whom the City intends to or has entered into an agreement.
- H) **Control**: the authority to sign bids and contracts, make price negotiation decisions, sell or liquidate the business at will and have the primary authority to direct the day-to-day management and operation of a business enterprise.
- I) **Joint Venture**: an association that provides for the sharing of economic interest and the equal proportionate control over management, interest in capital and earnings.
- J) **Minority Business Enterprise (hereinafter referred to as MBE)**: a sole proprietorship, partnership or corporation owned, operated, and controlled by a

minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.

- K) **African American Business Enterprise (hereinafter referred to as AABE)**: a sole proprietorship, partnership or corporation owned, operated and controlled by an African American Group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.
- L) **Sole Proprietorship**: a form of business in which one person owns all assets of the business and is solely liable for all the debts of the business.
- M) **Partnership**: an association of two or more persons who function as co-owners of a business.
- N) **Corporation**: a separate legal entity incorporated under the authority of federal or state laws, apart from the individuals that may own it or manage it.
- O) **Minority Group Member(s)**: African-Americans, Hispanic Americans, Asian Americans, American Indians and disabled individuals legally residing in or that are citizens of the United States or its territories, as defined below:
- 1) **African-Americans**: persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
  - 2) **Hispanic Americans**: persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
  - 3) **Asian-Pacific Americans**: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
  - 4) **Asian-Indian Americans**: persons whose origins are from India, Pakistan, Bangladesh and Sri Lanka.
  - 5) **American Indians**: persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the

Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

- 6) **Disabled Individuals:** persons (a) with one or more disability as defined by the Americans with Disabilities Act (ADA) and amendments thereto, (b) having a record of such disabilities, and (c) regarded as having such disabilities.

P) **SBE/MBE/WBE/AABE Subcontractor(s):**

- 1) **SBE/MBE/WBE/AABE:** having a direct contract with the prime contractor for the performance of a part of the work at the jobsite.
- 2) **SBE/MBE/WBE/AABE Supplier(s):** an SBE/MBE/WBE/AABE that furnishes needed items to the prime contractor and performs a commercially useful function in the supply process. The supplier must be involved in the manufacture or distribution of the supplies or materials or otherwise warehouse and ship the supplies.
- 3) **SBE/MBE/WBE/AABE Manufacturer:** a firm which produces goods from raw materials or substantially alters or fabricates them for resale and the SBE/MBE/WBE/AABE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Q) **Public Works Construction:** the construction, improvement, rehabilitation, repair, renovation or maintenance of any property owned by the City of San Antonio, or financed, in whole or in part, by the City of San Antonio.

R) **Procurement:** the buying, renting, leasing or otherwise obtaining or acquiring any supplies, materials, equipment or services.

S) **Professional Services:** the consulting, designing, advising or conducting of services in any areas of academia such as architecture, engineering, accounting, economics, legal, medicine, etc.

T) **Leases and Concessions:** the renting of City-owned space on a contractual basis for the purpose of making a profit by selling a commodity/service.

U) **Segmentation:** the act of subdividing a contract to provide SBE/MBE/WBE/AABE's a reasonable contracting opportunity.

V) **Subcontract:** an agreement between the prime contractor and another business entity for the performance of work.

W) **Woman Business Enterprise (hereinafter referred to as WBE):** a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its

territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- X) **Small Business Enterprise (hereinafter referred to as SBE)**: a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
  
- Y) **Local Business Enterprise (hereinafter referred to as LBE)**: a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one year and must employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty five percent (25%) of the entire company workforce for use at the local branch office.
  
- Z) **Minority and Women Business Enterprise (hereinafter referred to as M/WBE)**: a corporation or partnership owned, operated and controlled by a minority group member(s) and woman or women who, when combined, have at least 51% ownership. The minority group member(s) and woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a M/WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the M/WBE's category of contracting for at least one year.
  
- AA) **Historically Underutilized Enterprise (hereinafter referred to as HUE)**: a corporation, partnership, sole proprietorship, or other legal entity that qualifies as both an Minority Business Enterprise as defined in (J) and an Small Business Enterprise as defined in (X), or as both an Woman Business Enterprise as defined in (W) and as a Small Business Enterprise as defined in (X), or as both an M/WBE as defined in (Z) and a Small Business Enterprise as defined in (X), or as both an AABE as defined in (K) and an SBE as defined in (X).
  
- BB) **"Good Faith Effort"**: the measures taken to identify and utilize small, minority, women-owned or African-American businesses for subcontracting opportunities as outlined in the U.S. Department of Transportation regulations "Guidelines Concerning Good Faith Efforts" published as Appendix A to 49 CFR sec. 23.45 (1981) and amendments thereto.

CC) **Expertise:** demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the business enterprise as defined by normal industry practices.

1.20 "Smallwares" shall refer to all permanent tools of the trade used in Foodservice, including implements and Equipment accessories.

1.21 "Subcontractor Sales" shall refer to all Gross Receipts of subcontractors, who have been approved by City. Subcontractor Sales shall not be included in the definition of Concession Sales for purposes of determining the applicable commission tier under Section 4.1.

1.22 "Suite Sales" shall refer to the sale of food and beverage service in the Alamodome's suites.

## II. LICENSE GRANTED:

2.1 City hereby grants to Licensee the privilege and license to operate the Foodservice sales at Alamodome in accordance with the terms and provisions set forth herein, except as noted below.

2.2 All Catering Sales, Restaurant Sales, Suite Sales and Club Level Concession Sales are excluded from this Agreement.

2.3 Subject to Paragraph 11.4 and notwithstanding anything else contained in the Documents to the contrary, the License hereby granted shall apply to all events conducted at the Alamodome during the term of this Agreement, except where food is an integral part of the event, such as but not limited to, Feld Events, including the Ringling Bros. Circus and Disney on Ice Productions, in which Feld shall only have the exclusive right to sell popcorn, sno-cones and cotton candy, any indoor carnival events, events involving the Texas Restaurant Association and the KLRN Wine Tasting. Notwithstanding anything contained herein to the contrary, all such events not specifically enumerated herein shall be subject to the mutual consent of the parties hereto. City agrees that, upon leasing, licensing or granting the use of the Alamodome by others, it will not grant any rights for Foodservice to its Renters or to any other person or persons whomsoever, other than as herein above excepted; provided however, City reserves the right to allow any tenants or users of the Alamodome to give away food, drinks and/or alcoholic beverages, as permitted by law, being advertised, demonstrated or promoted in conjunction with their event, so long as the sample size does not exceed four (4) ounces. No third party licensee of the Alamodome will be permitted to use Licensee's licenses, employees, supplies, equipment, inventory or the like, without Licensee's prior written consent.

2.4 During move-ins and move-outs of trade shows and other events and at such other times that the City does not require the Licensee to be open for sales, the exhibitors and employees working the event may bring their own food and beverages into the Alamodome.

2.5 No off-site concession sales using the Alamodome facilities or equipment or sub contracting of sales are permitted by Licensee without the permission of the City.

2.6 City does not guarantee the quantity, quality or attendance of events occurring at the Alamodome. Failure of any event or events to occur at the Alamodome does not relieve the Licensee of all of its requirements as detailed in this Agreement. The parties will meet, as needed, to discuss the following factors: (i) financial performance of the events at the Alamodome; (ii) trends, developments, changes and other significant factors which have impacted or may be anticipated to impact the operations at the Alamodome and (iii) factors which may have an impact on either party's reasonable expectations and assumptions as to the operations of Alamodome, and the financial or other benefits to be derived from them. In addition, to the extent either party, in its reasonable, good faith judgment determines that such factors have impacted or may impact such party's reasonable expectations as to the operations of the Alamodome and the financial or other benefits to be derived from them, the parties also will discuss the possibility of entering into mutually acceptable amendments and modifications to adjust the Commissions, subject to the passage of future ordinances by the City Council of the City of San Antonio, to enable the parties' expectations to be achieved through the conduct of the operations at the Alamodome. While both parties covenant and agree to participate in such negotiations in good faith and in the spirit of mutual cooperation, neither party shall have any liability to the other in the event the terms of an amendment are not agreed upon.

### III. TERM:

3.1 The term of the License Agreement shall be for a period commencing on October 1, 2008 and expiring on September 30, 2015.

### IV. CONSIDERATION:

4.1 As consideration for Licensee operating said Foodservice operations, Licensee shall pay City the following percentages of Gross Receipts from the following sales categories (the "Commissions"):

<b>Annual Sales Category</b>	<b>Percentage of Gross Receipts</b>
Concession Sales between \$0 – \$1,488,943	35.0%
Concession Sales over \$1,488,943	40.0% (on the increment)
Subcontractor Sales	27.5%
Discounted Sales	To be mutually agreed upon by City and Licensee

4.2 The tiers of annual Concession Sales are contingent on twelve Accounting Periods in the Agreement Year and shall be adjusted annually by the Consumer Price Index.<sup>1</sup>

4.3 Licensee shall provide to City, in a format acceptable to City, a written summary of each event at which it provides Foodservice under this Agreement, to be submitted with the monthly commission report, indicating where appropriate, customer pricing, guarantees, sales by area, total inventory sales, total register sales, and cash overages and shortages. If requested, Licensee shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports. Additionally, Licensee shall furnish a complete and accurate Commission summary report of each Accounting Period's business, accompanied by the corresponding Commission check made payable to City, no later than fifteen (15) days following the last day of the month in which the sales occurred.

4.4 Cash shortages over one percent (1%) of inventory sales and cash register readings, whichever is greater, may not be deducted from Gross Receipts for purposes of Commission payments. Such cash shortages shall be calculated on an aggregate basis for the period of each contract year. All cash shortages shall be reported to City when requested.

4.5 City, in its sole discretion, may elect to have Licensee sell Merchandise at particular events and such arrangements will be negotiated on an event-specific basis. In the event that Licensee sells Merchandise at a particular event at the request of City, City shall pay to Licensee a management fee equal to three percent (3.0%) of the Gross Receipts of Merchandise sales and City shall bear all direct operating expenses associated with the sale of Merchandise.

4.6 Licensee shall accrue and maintain two percent (2.0%) of Gross Receipts for repair, maintenance and replacement of City and Licensee owned Equipment and Leasehold Improvements ("Reserve Fund"), as provided for in Article V below. Notwithstanding anything contained in the Documents to the contrary, this Reserve Fund shall be the only accrual fund provided by Licensee.

4.7 The parties acknowledge that Licensee submitted its Proposal as a commission based structure and therefore all references in the RFP to a management fee financial structure are non-applicable to this Agreement.

## **V. MAINTENANCE:**

5.1 Licensee must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain all assigned areas which include concession stands, pantries,

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<sup>1</sup> \*All Concession Sales thresholds set forth shall increase at the end of each Agreement Year by using the percentage increase in the CPI index between the midpoint of each full calendar year. As used herein, "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for "All Urban Consumers" in the table entitled "Consumer Price Index: United States City Average", All Items (1982-84=100), or any successor index thereto, for the year in question. In the event that the CPI is converted to a different standard reference base or otherwise revised, the determinations to be made based on the CPI pursuant to any provisions of this agreement shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if not so published, then with the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc. or any other nationally recognized publication of similar statistical information.

condiment stands, kitchens, storage, concession offices and prep areas (collectively, "Concession Premises") in a clean, sanitary, and orderly fashion.

5.2 Licensee shall provide continual janitorial service sufficient to keep the Concession Premises in compliance with Section 5.1 and monthly pest control services licensed by the state. City may direct Licensee to increase the use of both services, as needed.

5.3 City shall provide all Equipment specified in Exhibit B attached hereto and incorporated herein. Exhibit B may be updated throughout the term of this Agreement without the need for formal amendment.

5.4 Licensee will maintain on a continuing basis the section of the receiving dock where product is delivered and elevators used for Foodservice and will be responsible for the return of all pallets, storage containers, linens, and other equipment used in the conduct of operations that belongs to the suppliers.

5.5 Licensee shall deposit in receptacles provided by Licensee all waste, garbage and refuse which shall accumulate in the Concession Premises including, but not limited to, condiment tables and concession stand counters inside and outside the rollup doors. Garbage removal shall be the sole responsibility of Licensee. All trash and garbage receptacles will be cleaned and sanitized by Licensee to insure a high standard of sanitation and all garbage will be double-bagged to reduce leaks. Grease removal will be arranged and provided by Licensee to avoid collection and spillage. Licensee is prohibited from pouring grease or causing grease to be poured down drains at the Alamodome. Any damages resulting from a violation of such prohibition shall be the sole responsibility of Licensee. City is responsible for providing its own dumpsters and for the emptying of them from the Alamodome. City shall pay all dumpster and trash removal costs. City's housekeeping contractor shall pick up concession trash after events. Licensee shall be responsible for coordinating with City's housekeeping contractor for the pick-up of trash and no trash shall be placed outside the Concession Premises at any time other than those agreed to by Licensee and the City's housekeeping contractor. Licensee shall be responsible for taking all other trash to dumpsters. Unless otherwise directed by the City, Licensee shall implement a recycling program acceptable to City upon the effective date of this Agreement and shall continue said program throughout the term of this Agreement. A copy of Licensee's recycling program shall be provided to the City within 30 days after the effective date of this Agreement. Licensee will comply with all recycling programs implemented by City.

5.6 Licensee will exercise due caution in complying with and observing all federal, state and local laws, ordinances and regulations as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement.

5.7 Licensee shall be responsible for maintaining all Leasehold Improvements, Equipment and Smallwares used in the performance of its duties, including rolling stock, in a good state of repair as required by normal wear and tear. City may require the use of its in-house maintenance staff for these repairs and maintenance if it is in City's best interest.

Licensee shall maintain operationally acceptable par levels approved by both parties of all Equipment, Leasehold Improvements, and Smallwares.

5.8 The cost of maintenance, repair or replacement of Equipment and Leasehold Improvements will be paid by Licensee as an offset to the Reserve Fund maintained by the Licensee. Licensee shall use the amounts in the Reserve Fund to fund equipment maintenance, repair and replacement expenditures. Any such repair, maintenance or replacement shall first be approved in writing by City. Upon request from City, Licensee shall provide to City a statement of the Reserve Fund. Any funds in the Reserve Fund at the end of the year will be rolled over to the next Agreement Year. At the termination of the Agreement, any funds remaining in the Reserve Fund will be paid immediately to the City by the Licensee. To the extent the Reserve Fund is insufficient to fund all repairs, replacements and maintenance necessary for the operations hereunder, City, at its cost and expense, shall timely make and pay for all repairs, maintenance and replacements to the Alamodome, including, without limitation, all communications, mechanical and utility systems (including HVAC and exhaust systems), structural components (including floors, walls, roofs and ceilings), and Equipment and Leasehold Improvements.

5.9 When requested by City, a representative of the parties hereto shall inspect the equipment used for the purposes of this Agreement and at that time by mutual agreement determine the condition of said equipment and in the event that it shall be determined that replacement or repair is desirable or necessary to place said equipment in an operable condition, then Licensee shall, using amounts from the Reserve Fund, provide such replacements or Licensee shall make said repairs prior to the beginning of following Agreement Year. Licensee agrees and warrants that all existing Equipment, Leasehold Improvements and Smallwares that it is currently using in the Foodservice operations at the Alamodome or in use at the Alamodome are, at the time of commencement of this Agreement, in good working order and sufficient to provide performance under this Agreement, ordinary wear and tear excepted, or any such necessary repairs shall be paid by Licensee from the Reserve Fund. Notwithstanding anything to the contrary contained herein, the parties acknowledge that there may be items from prior operations which are obsolete and no longer required for the performance of Licensee's obligations hereunder.

5.10 Licensee shall not remove any article, piece of Equipment or other property furnished by the Alamodome without the express written permission of City. Any Equipment to be disposed of due to wear and tear will be first approved by City and the inventory so adjusted.

## VI. UTILITIES:

6.1 City shall pay for HVAC, electricity, gas, water and sewer service for the Licensee's operation as currently available. Licensee shall at all times utilize prudent energy management.

6.2 The cost to repair or replace any utility service or lines due to Licensee's negligence shall be Licensee's expense. Licensee's sewer lines shall be self-maintained and shall be maintained to the reasonable satisfaction of the City.

6.3 Licensee shall pay for the cost of Licensee's telephone service.

6.4 City shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

## VII. PERSONNEL:

7.1 Licensee shall employ, train and supervise personnel with appropriate qualifications and experience in sufficient numbers to provide all services appropriate for the operations granted under this Agreement.

7.2 All Foodservice workers are employees of Licensee and not City. Licensee shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with the City. No agent, servant or employee of Licensee shall under any circumstances be deemed an agent, servant, or employee of City.

7.3 Licensee must conduct regularly scheduled training sessions for all personnel, including training in customer service, alcohol awareness and specific job skills training, and provide documentation of said training to City upon request.

7.4 City shall have the right to approve all of Licensee's personnel and the right to have them terminated from the Alamodome and replaced in a timely manner. This includes the Licensee's on-site manager. If City rejects any individual for any reason, the Licensee shall immediately replace said individual, and that replacement shall similarly be subject to approval or rejection by the City; provided, however, that Licensee shall not be required to take any action which it deems to be contrary to the law or its employment practices. The City acknowledges that Licensee has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans techniques and other valuable information which is proprietary and unique to Licensee's manner of conducting its business and that much information is available on a confidential basis to Licensee's supervisory employees. Therefore, the City agrees that supervisory employees of Licensee will not be hired by the City for the term of this Agreement or two (2) years thereafter. "Supervisory Employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the City's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

7.5 Licensee's on-site manager or duly authorized and qualified representative, who must be acceptable to City, will be at the Alamodome during all events and during reasonable business hours, regardless of the event schedule, as directed by City.

7.6 Licensee shall not employ any person who shall use improper language or who acts in a loud or boisterous manner. Employees shall be clean, courteous, efficient and properly trained. Employees shall be attired in clean uniforms at all times when the Alamodome is open to the general public or other patrons.

7.7 City reserves the right to approve of Licensee's uniforms. Licensee must adopt and comply with the most recent CSEF grooming standards, which are set forth in the CSEF On-Duty Dress, Grooming and Standards of Appearance Policy and any future amendments thereto, as a minimum expectation. Licensee's personnel must be appropriately uniformed when performing their work assignments. All uniforms worn by Contractor's Personnel shall be in good taste and shall not be lewd, obscene or vulgar. The term "appropriately uniformed" is defined as all apparel, visible badges, hats, hair nets, etc.

7.8 The manager of Licensee's operations and representatives of City shall consult regularly to review Licensee's operations under this Agreement in order to provide services in a proper manner for persons attending the Alamodome. City shall have final approval of all staffing levels and what sales locations will be opened or closed for each event.

7.9 Licensee's employees shall be admitted to the Alamodome without payment of an admission fee at an entrance to be designated by City, in such numbers as Licensee may reasonably require for conducting its operations. City shall provide the Licensee with ten parking permits at the Alamodome, at no cost to Licensee, for Licensee's employees. All of Licensee's other employees will have to pay for parking.

7.10 Licensee shall furnish all common and skilled labor to stock, set up, dismantle and move Foodservice stands, equipment and portables.

7.11 Licensee shall employ sufficient employees and subcontractors so that no customer shall wait more than ten minutes for service in line at a concession stand.

#### **VIII. PRODUCT:**

8.1 Licensee shall order, stock, prepare, pay for and sell appropriate City approved Foodservice items. Licensee shall own all such products.

8.2 Consumables shall be first quality, wholesome and pure, and all products on hand shall be stored and handled with due regard for sanitation. Licensee shall use reasonable good-faith efforts to utilize recycled products for the provision of services under this Agreement.

8.3 During all events at Alamodome, Licensee shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus shall not be of a gaudy or offensive nature and must be acceptable to City.

8.4 City has the right to approve pricing, portions, brands, menus and source of supply of all products sold. Should City require Licensee to use a product or material that is

not competitive in price, quality or service compared to Licensee's comparable product or material, such additional cost shall be included in the retail price of the products.

8.5 Representatives of Licensee and City shall meet as requested by City for the purpose of discussing the prices then in effect on the various items that are sold by Licensee. Prices must be competitive with similar venues in the region and the City has final approval of all prices, portions, brands, menus, source of supply, and quality. Upon request by City, Licensee shall prepare and submit a comparison of prices charged at the Alamodome with similar venues in the region, venues to be surveyed will be selected by the City.

8.6 Alcoholic Beverages are to be offered for sale by the Licensee to the extent permitted by applicable state and local laws, and subject to regulations established by City. Final decision as to whether or not Alcoholic Beverages may be sold at an event or in any designated area of the Alamodome shall be the sole discretion of City. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of Licensee.

8.7 No expired products will be served or housed in the Alamodome at any time.

#### **IX. LICENSES AND TAXES:**

9.1 Licensee shall pay for and obtain all licenses and permits necessary for the provision of services under this Agreement, including those required for its on-premise sale of Alcoholic Beverages. In the event Licensee's alcoholic beverage licenses are suspended or revoked, City shall have the right to suspend Licensee's rights hereunder only with respect to the sale of alcoholic beverages which otherwise would be allowed under the suspended or revoked license, so that Licensee shall continue to provide its Foodservice sales in all other respects. Licensee shall, within thirty (30) days and at its sole cost and expense, retain a third party which is reasonably acceptable to City and which possesses all necessary alcoholic beverage licenses to operate pursuant to the terms of this Agreement any area requiring alcoholic beverage service until Licensee shall have reinstated or obtained substitute liquor licenses. For any period of time during which Licensee (or such third party) has been unable to provide alcoholic beverage service at the level required by this Agreement as a result of the suspension or revocation of Licensee's alcoholic beverage licenses, Licensee shall pay to City an amount necessary to reimburse City for the revenues lost under this Agreement resulting from the inability to serve alcoholic beverages. In the event that Licensee is unable to retain such a third party within thirty (30) days, City may terminate this Agreement and, should this Agreement be terminated under this Section, City shall compensate Licensee for Licensee's investment as provided in Article XIV hereof.

9.2 All licenses and permits required for the sale of Alcoholic Beverages under this Agreement shall be held in the name of Licensee. Licensee shall keep the permits in full force and effect and neither party shall take any action that would impair Licensee's ability to hold the permits. Licensee shall prepare, file, and process all applications for renewals of the permits. At the termination of this Agreement, Licensee shall transfer all Alcoholic Beverage permits and licenses it holds for the Alamodome to the succeeding licensee, if permissible by

law. If such transfer is not permissible by law, Licensee shall surrender said licenses and permits upon the effective date of termination.

9.3 Licensee specifically agrees to operate in accordance with the terms and provisions of all applicable tax laws and to pay to the state and municipal authorities, promptly when due, all taxes assessed to Licensee by such taxing authorities.

9.4 Licensee shall pay all social security, unemployment insurance, old age retirement and other federal, state & local taxes that are measured by the wages, salaries or other remuneration paid to persons employed by Licensee.

#### **X. ADVERTISING:**

10.1 All advertising rights at Alamodome belong to City. Licensee shall not advertise any brand names in the Alamodome without the written approval of City. Licensee shall not use the name or logo of the Alamodome on any material without the written approval of City. No advertising of any kind is allowed on any of Licensee's or third party's equipment unless approved by City. Licensee shall not advertise in any manner or form, or about the Alamodome, or elsewhere, or in any newspaper or otherwise except by means of such signs or forms of advertising as may be approved by City.

10.2 City may require Licensee to use specially designed logoed sales material, menus, cups, napkins, matches and other material.

10.3 Notwithstanding anything herein to the contrary, City may sell advertising and sponsorship packages for the Alamodome, which may include product availability rights at the Alamodome, where allowed by law. Therefore, City reserves the final right of approval of Licensee's sources of product supply, to the extent permitted by law. Licensee shall honor all rights granted to these advertisers with reference to food products being served under this Agreement. In addition, when so requested by the City and to the extent applicable law permits Licensee to do so, the products of City's sponsors and advertisers shall be featured and sold by Licensee provided that such products are available to Licensee at equivalent prices, terms, quality and quantity as are generally available to Licensee from suppliers of similar products. At City's request and to the extent applicable law permits Licensee to do so, Licensee shall purchase those products and utilize those suppliers designated by City; provided, however, that such products are comparable to those preferred by Licensee with respect to prices, terms, quality and quantity and customer acceptance.

#### **XI. OPERATING REQUIREMENTS:**

11.1 Licensee shall keep the operations open during the hours as may be reasonably required to adequately meet public demand as determined by City.

11.2 Licensee shall comply with all applicable laws, rules, regulations, and orders of the Federal Government, State, County and City.

11.3 Licensee shall be required to suspend or modify its operations at the reasonable direction of City, if City determines it is in the best interest of City; provided, however, that none of Licensee's equipment and/or labor shall be utilized when Licensee is excluded from providing services herein. No third party or City shall be permitted to provide Foodservice sales at the Alamodome, except as provided in Section 2.3, herein.

11.4 In the event that City brings a national political party convention or the Olympics (or other events as mutually agreed upon) to the Alamodome and it is a condition of booking said event that modifications be made to this Agreement, Licensee agrees that it will make reasonable modifications to the Agreement that are reasonably required by the City to obtain these events. In such cases, City will use its best business efforts to engage Licensee as the Foodservice provider.

11.5 The location of all Foodservice areas, whether temporary or permanent, shall be designated by City. Licensee shall acquire no right to such areas once assigned and City reserves the right, at the City's sole cost and expense, to require Licensee to move temporary stands and Equipment to facilitate the needs of other events.

11.6 In the absence of specific prior written approval by City, Licensee shall not operate within the Alamodome any other business except as described in this Agreement. Licensee shall not interfere with any other contractor or any employee of any other contractor working at the Alamodome.

11.7 Nothing herein contained shall be held to limit or qualify the right of City to a free and unobstructed use, occupation, and control of the Alamodome, or of City's right of ingress and egress to the Alamodome for itself, its Licensees, and the public. Representatives of the City shall have the right to enter upon and have access to all spaces occupied by Licensee at any time.

11.8 Licensee shall be responsible for developing and maintaining the reasonable measures for the maximum safety of the Foodservice operations, the operations' occupants, and the operations' Equipment, Leasehold Improvements, Smallwares, uniforms, furnishings and decor.

11.9 Licensee shall take measures to ensure that it does not cause damage to the Alamodome's floors, walls and ceilings during the transport of products of other items related to this Agreement to and from docks or the Concession Premises, including ensuring that no motorized vehicles are used in areas where such use is prohibited by City and ensuring that where such vehicles are allowed they are maintained and operated in such a way that such use does not cause damage to the Alamodome. Licensee shall be responsible for all damages caused by such transport, whether the damages are caused by Licensee or its subcontractors or suppliers.

11.10 Licensee shall use compatible hardware, software and accounting software acceptable to City, for all proposals, contracts, invoices, and all accounting functions.

## XII. INSPECTION AND APPROVAL:

12.1 City shall have the right to enter the Foodservice areas and storage spaces at all reasonable times for the purpose of examining the state of repair and condition of the premises and the Equipment and for the purpose of reviewing whether the Standards of Performance contained in this Agreement are being fully and faithfully observed and performed. Licensee agrees to provide the services for the benefit of the City in accordance with the Standards of Performance which are attached hereto as Exhibit "C". Any changes, amendments or modifications to the Standards of Performance shall be made in writing with the prior concurrence of the City and Licensee. Failure of Licensee to take appropriate action after Licensee receives the written default notice and the cure period expires shall be considered a breach of this Agreement.

12.2 Subject to the other applicable provisions of this Agreement, City shall have the right to approve or reject the following:

- (a) Areas in which product may be sold;
- (b) Areas in which Alcoholic Beverages may be sold;
- (c) Dates and times sales areas may and shall be open for business;
- (d) Number of sales areas that must be open for each event;
- (e) Which items may be offered for sale;
- (f) The brand, quality and quantity of all food, beverages, containers, packages and goods offered for sale;
- (g) The price of all items offered for sale;
- (h) Design of employees' uniforms including colors;
- (i) The manner of use of callers, criers, roving vendors, signs or other means of calling attention to or selling product;
- (j) The method used for the orderly control of patrons at the sales areas;
- (k) Any change in the appearance of sales areas;
- (l) Size, type and placement of any temporary or movable stands;
- (m) Number and distribution of roving vendors in public seating areas; and
- (n) Any individuals assigned to managerial position or responsibilities on site.

12.3 Upon request by City, Licensee shall provide any or all Health Department inspection reports issued during the term of this Agreement.

### **XIII. BUSINESS RECORDS AND ACCOUNTING SYSTEMS:**

13.1 Licensee shall annually engage an independent Certified Public Accountant (CPA) to perform agreed-upon procedures to analyze and assess the accuracy of Licensee's revenues and Commissions paid to City under this Agreement, for the preceding year, as of the anniversary date of the Agreement, in accordance with the *Statements on Standards for Attestation Engagements*, as well as any other standards as they may apply. The independent CPA shall furnish, within ninety (90) days of the end of the year, the written report on agreed-upon procedures to City. The independent CPA must state in his or her report an opinion whether the "Gross Receipts" reported under this Agreement to City and the amounts paid to City during the preceding year of the Agreement, were made in accordance with the applicable terms of this Agreement and are accurately stated.

13.2 Licensee and its subcontractors shall maintain books and records in a format acceptable to City, and these shall be open for inspection by City or an auditor employed or selected by City at any time during the term of this Agreement and for a reasonable period, not to exceed four (4) years thereafter. If any audit reveals a deficiency in payment to City of 1% or more, Licensee shall pay the amount thereof and the cost of the audit.

13.3 Licensee and City shall inventory all Equipment, Leasehold Improvements and Smallwares as requested by City to determine what replacements and repairs are required, which such replacements and repairs shall be paid for by those amounts in the Reserve Fund.

13.4 Licensee must use cash registers, computerized point-of-sale registers, or another inventory sales method acceptable to City. City shall have access to all such sales and management reports.

13.5 Licensee shall provide to City, in a format acceptable to City, a written summary of each event at which it provides Foodservice under this Agreement, within a reasonable amount of time as determined by City, indicating where appropriate, event date, event day of week, event name, concession and subcontractor sales by area, commission due to the City under Section 4.1, attendance, the per capita calculation, and any other information required by the City.

13.6 Licensee shall utilize separate deposit slips for sales upon which Commissions are paid and those upon which Commissions are not paid.

### **XIV. IMPROVEMENTS:**

14.1 City shall provide all Equipment listed in Exhibit B. Licensee shall provide, at its sole cost and expense, Equipment and Leasehold Improvements in an amount not less than seventy-five thousand dollars (\$75,000.00) related to Equipment and concession stands. These Equipment and Leasehold Improvements shall be made within one year of the effective date of this Agreement, shall be mutually agreed upon by City and Licensee and shall be governed by the depreciation and amortization schedule set forth in Section 14.2.

14.2 At the expiration of the term of this Agreement or any earlier termination for any reason whatsoever, the City, subject to appropriation by the City of San Antonio City Council, shall or the City shall cause the succeeding concessionaire to, upon receipt of free, clear and unencumbered title, pay to Licensee the undepreciated or unamortized amounts of its investment in Equipment, Leasehold Improvements and Smallwares, computed to the date of expiration or termination with depreciation and amortization calculated as follows for this purpose (regardless of the basis on which Licensee may actually calculate depreciation) in each instance from the date of completion or installation of the particular Leasehold Improvement, piece of Equipment or Smallwares:

(a) EQUIPMENT: Sixty months, straight line method

(b) LEASEHOLD IMPROVEMENTS: Sixty months, straight line method

(c) SMALLWARES: Thirty six months, straight line method

Should Licensee make any further investment, as agreed upon by the parties, Licensee and City shall mutually agree to the amortization or depreciation schedule and buyout terms similar to those provided above.

14.3 Licensee shall not permit any waste, injury, or damage upon or to the Alamodome or its Equipment and appurtenances.

14.4 At the expiration of the Agreement, so long as Licensee has been paid according to Section 14.2 above, Licensee shall leave the Alamodome and Equipment, Leasehold Improvements, and Smallwares and deliver same, along with title to same, to City, in at least the same condition as that which they were at the commencement of the Agreement, less wear and tear and items that become obsolete, plus any additions to Smallwares, Equipment and Leasehold Improvements made by Licensee during the term of this Agreement, all of which will become the property of City upon payment. Upon request, copies of all invoices will be provided to City at the time of purchase.

14.5 Licensee and/or its employees shall not erect, maintain or keep at the Alamodome, any structure or Equipment of any kind, except with the approval of City. Licensee shall not make any alterations in, or additions to, nor post any signs upon any part of the premises or permit signs to be posted for advertising of services of any nature on the premises or on Licensee's person, employees or Equipment without the approval of City.

## **XV. LIABILITY/BONDS/INSURANCE:**

15.1 Licensee and/or its employees shall not erect, maintain or keep at the Alamodome, any structure or Equipment of any kind, except with the approval of City. Licensee shall not make any alterations in, or additions to, nor post any signs upon any part of the premises or permit signs to be posted for advertising of services of any nature on the premises or on Licensee's person, employees or Equipment without the approval of City.

15.2 Licensee covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Licensee's activities under this Agreement, including any acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, and their respective officers, agents employees, directors and representatives while in the exercise of 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 City, its officers or employees, in such instances where such negligence causes personal or bodily injury, death, property damage or economic or financial damages or damages related thereto. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.3 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15.4 Licensee shall advise the City in writing within 24 hours of any claim or demand against the City or Licensee known to Licensee related to or arising out of Licensee's activities under this Agreement.

15.5 City shall not be responsible for any goods, product or equipment stored at the Alamodome nor for damage resulting from power failure, flood, fire and/or explosion, whether caused by acts of terrorism or not. Nor will City be responsible for consequential economic or property damage or loss resulting from power failures, flood, fire and/or explosion, whether caused by acts of terrorism or not.

15.6 Licensee shall at all times during the term of this Agreement subscribe to and comply with the Worker's Compensation and Laws of the State of Texas and pay such premiums as may be required thereunder and save City harmless from any and all liability arising from or under such act with limits of not less than those required by State Law.

15.7 A performance bond in the amount of one hundred thousand dollars (\$100,000.00) payable to City in the event of default by Licensee shall be required for the faithful performance of this Agreement and to indemnify City against loss. The surety must be a surety company satisfactory to City, authorized by law to do business in the State of Texas and endorsed by a local representative of such surety company. Licensee shall

maintain said bond for the duration of this Agreement, review its status annually and provide proof that said bond is active by providing a copy of said annual review to City.

15.8 The performance bond shall specify that the surety is not discharged if there is a modification, omission, or addition to the terms and conditions of this Agreement, a defect in this Agreement, or a defect in the proceedings preliminary to the letting and awarding of this Agreement.

15.9 Prior to the time Licensee is entitled to any right of access or use of the Alamodome pursuant to the provisions hereof, Licensee shall furnish an original completed Certificate(s) of Insurance to the Convention, Sports and Entertainment Facilities Department which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the Convention, Sports and Entertainment Facilities Department and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

15.11 A licensee's financial integrity is of interest to City, therefore, subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

- a) Commercial General Liability Insurance (including contractual, products and liquor liability) and automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The insurance must protect the Licensee and City from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Licensee's services hereunder or from or out of any negligent act or omission of Licensee, its officers, directors, agents or employees. Limit requirements may be met by combining primary and excess/umbrella policies if necessary.

- b) Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by the Licensee on behalf of City.
- c) Workers' Compensation Insurance as required by applicable law.
- d) Employer's Liability Insurance with minimum limits of \$1,000,000 per category.
- e) Personal Property Insurance providing All Risk Coverage for the appropriate limit to cover all Licensee's personal property to include furniture, fixtures, equipment, inventory and any other personal property of Licensee.
- f) Umbrella or Excess Liability: Additional \$10,000,000. Coverage is to apply to excess of Comprehensive General, Employer's, Alcoholic Beverage and Automobile Liability policies.

15.12 City shall be entitled, upon request and without expense, to receive a copy of the declaration page of the policies and endorsements referred to above a(to be provided by Licensee or its insurance broker)as they apply to the limits required by the City and may make a reasonable request which is commercially standard in the insurance industry for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies); provided, however, Licensee shall be permitted to redact any information that is proprietary from such declaration page. Upon such request by City, Licensee shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the costs thereof.

15.13 Licensee agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a) Include City and its officers, employees, volunteers and elected representatives as additional insured as respects operation and activities of, or on behalf of, the name insured performed under this Agreement, with the exception of the workers' compensation and professional liability polices;
- b) Provide for an endorsement that the "other insurance" clause shall not apply to City of San Antonio where City is an additional insured shown on the policy;
- c) Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of City.

15.14 Licensee shall notify City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums,

which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following addresses:

City of San Antonio  
CSEF Department  
c/o Fiscal Division  
P.O. Box 1809  
San Antonio, TX 78296-1809

15.15 If Licensee fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; however, procuring of said insurance by City is an alternative to other remedies City may have, and is not the exclusive remedy for failure of Licensee to maintain said insurance or secure such endorsement. In addition to any other remedies City may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due, to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.

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

#### **XVI. DEFAULT:**

16.1 In the event that Licensee shall fail to perform, keep and observe any of the terms, covenants and conditions of this Agreement to be performed, kept or observed, such as but not limited to, failing to pay the correct amount of moneys due City, City shall give Licensee written notice of such default. In the event such default is not remedied or steps taken to remedy default to the satisfaction and approval of the City within fifteen (15) days of receipt of such notice by Licensee for monetary defaults or within thirty (30) days of receipt of such notice by Licensee for non-monetary defaults, Licensee may be declared in default, and all of its rights under this Agreement shall terminate. At the direction of City, Licensee shall vacate the Alamodome and shall have no right to further operate under this Agreement.

16.2 In the event that Licensee shall fail to correct any potentially hazardous condition, City shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of City within twenty-four (24) hours of receipt of such notice by Licensee, Licensee may be declared in default, and this Agreement shall terminate.

16.3 Should Licensee be placed into bankruptcy either voluntarily or by the courts, or should Licensee become financially insolvent and unable to perform its duties under this Agreement, City may immediately place the Licensee in default, terminate this Agreement, and assume operation of the Alamodome under this Agreement.

16.4 Licensee may be placed in default if Licensee allows a lien to be placed on any of the Alamodome.

16.5 Licensee may be placed in default if it fails to obtain or maintain the necessary licenses and permits; subject to the provisions set forth in Section 9.1 above.

16.6 Repetitive violations, of which City has given Licensee written notice, of the same nature are cause for cancellation without an opportunity for redress. Repetitiveness is defined as two violations of the same nature in one fiscal year or a total of four violations, of any nature, during any five-year period within the Agreement term.

16.7 Any termination of this Agreement, for cause or not, is subject to the buyout provision of Licensee's investment and the transfer of any Alcoholic Beverage licenses or permits for the Alamodome it holds, if permissible under law.

#### **XVII. SUBCONTRACTING:**

17.1 All subcontractors shall be bound by the terms and conditions of this Agreement. All subcontractors must be approved by City in writing and, as such, City shall have the right to remove any subcontractor.

#### **XVIII. ASSIGNMENT, SUBLEASE:**

18.1 Licensee shall not sublet, transfer, convey, assign nor permit the use of the rights, privileges or premises granted under the License Agreement in whole or in part to any other person, firm or corporation without written authorization of City, which shall not be unreasonably withheld, conditioned or delayed.

#### **XIX. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA):**

19.1 It is the policy of City to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in this Agreement. To accomplish the objectives of the SBEDA policy City has established specific goals for the local S/M/W/AABE participation in this Agreement. M/W/AABE firms must be certified through the South Central Texas Regional Certification Agency.

- a) Portable and Permanent Food and Beverage Concession Stands
  - i. MBE 32.5% of total available POS
  - ii. WBE 13% of total available POS
  - iii. AABE 3% of total available POS

19.2 Licensee's compliance with these requirements may be audited at any time by City or its designated agency. Licensee shall submit quarterly compliance reports to the City

and its designated agency. Failure of Licensee to meet or exceed these requirements may result in default by Licensee.

19.3 Licensee has submitted a Good Faith Effort Plan as part of their proposal, which is attached hereto as Exhibit A, indicating their compliance with the City's goals. Since the submission of their proposal, Licensee has completed a Revised Good Faith Effort Plan which is attached hereto and incorporated herein as Exhibit A-1. Any additional changes to this Good Faith Effort Plan must be submitted to and approved by the City's Department of Economic Development. In order to effectuate such changes, Licensee must obtain a Form 102 request for approval of change to original affirmed list of subcontractors/suppliers.

19.4 City is committed to equal opportunity in employment and in the awarding of contracts for goods and services.

19.5 Licensee shall have a written policy statement to inform all employees, job applicants, service recipients and applicants for services of the organization's commitment to ensuring equal opportunity. The policy statement must be consistent with City's Equal Opportunity/Affirmative Action and Nondiscrimination Policy Statements.

19.6 Licensee shall not discriminate against any employee or applicant for employment or against any service recipient or applicant for services because of race, color, ethnic status, religion, sex, age, national origin, disabled veteran status, Vietnam era veteran status, or disability. Upon final determination by a tribunal of competent jurisdiction that Licensee has discriminated against any employee or applicant for employment or against any service recipient or applicant for services because of race, color, ethnic status, religion, sex, age, national origin, disabled veteran status, Vietnam era veteran status, or disability, this Agreement may be deemed terminated and Licensee's further rights under the Agreement forfeited.

## **XX. MISCELLANEOUS:**

20.1 City is committed to equal opportunity in employment and in the awarding of contracts for goods and services.

20.2 Laws and Regulations. Licensee will use the subject premises for no purpose other than specified in this Agreement and the business conducted thereunder will be operated in strict compliance with all laws of the United States, State of Texas and City of San Antonio and with all health and fire codes and all applicable rules and regulations issued pursuant to the said laws.

20.3 Purpose. Licensee shall not permit the assigned premises of the Alamodome, or any part thereof, to be used for any unlawful or immoral purpose or in any manner as to injure persons or property in, or on or near said premises. City shall not require Licensee to perform unlawful acts.

20.4 Non-discrimination. All areas that are open to the public shall be available for use and enjoyment by the public without regard to race, color, creed, sex or national origin.

20.5 Parties Bound. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

20.6 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

20.7 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

20.8 Attorney's Fees. If either Party is required to file suit to enforce any provision of this Agreement or to collect any amount owed it under this Agreement, the prevailing Party shall be entitled to collect reasonable attorney's fees, collection fees and court costs.

20.9 Relationship of Parties. The relationship created by this Agreement is that of principal and independent contractor. No provision of this instrument shall be construed in such a way as to constitute Licensee and City joint venturers or partners or to make Licensee the agent of City or to make City liable for the debts of Licensee. No officer, employee, agent, servant or independent contractor or subcontractor of Licensee shall at any time be deemed to be an employee, servant or agent of City for any purpose whatsoever. Licensee shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of City.

20.10 Governing Law. This agreement is governed by and enforceable in accordance with the laws of the State of Texas.

20.11 Amendments. This Agreement may only be modified by a written instrument signed by both Parties.

20.12 Entire Agreement. This Agreement, along with any Exhibits, constitutes the entire agreement of the Parties hereto, and supersedes all prior oral or written agreements with respect to the subject matter hereof.

20.13 Notices. All notices under this Agreement shall be addressed to:

For City:

and for Licensee:

Jim Mery, Assistant Director  
CSEF  
100 Montana Street  
San Antonio, TX 78203

Elizabeth Cartmell, President  
ARAMARK Sports and Entertainment  
Services of Texas, Inc.  
1101 Market Street  
Philadelphia, PA 19107

20.14 Interpretation. The Request for Proposal for the City of San Antonio, Alamodome Food, Beverage, Catering and Merchandise Services dated October 22, 2002, including those certain Addendums: No. 1 dated November 5, 2002, No. 2 dated November 14, 2002, No. 3 dated November 20, 2002, No. 4 dated November 27, 2002 (collectively, the

"RFP") is incorporated into this Agreement; provided, that to the extent there are any discrepancies, inconsistencies, or conflicts, the terms and conditions of this Agreement shall control. The order of interpretation and precedence shall be performed in the following sequence: this Agreement and any amendments thereto, Licensee's proposal (the "Proposal") and the RFP. By way of example and not limitation, if this Agreement provides a section regarding maintenance obligations or defaults, those sections shall control. This Agreement, the Proposal and the RFP are sometimes collectively referred to herein as the "Documents."

In witness whereof, the parties hereto have caused this License Agreement to be executed by its respective duly authorized officers the day and year first above written.

**City of San Antonio**

**ARAMARK Sports and  
Entertainment Services of Texas, Inc.**

\_\_\_\_\_  
Sheryl Sculley  
City Manager

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

- Exhibit A RFP and Proposal
- Exhibit A-1 Revised GFEP
- Exhibit B City-owned Equipment
- Exhibit C Standards of Performance

**Exhibit B**  
**City-owned Equipment**

An inventory of City-owned Equipment will be attached to this Agreement upon completion. The parties are currently working towards the completion of such an inventory.

## Exhibit C Standards of Performance

### ***I. General***

The following Standards of Performance have been agreed to by the City and License pursuant to Section 12 of the License Agreement. These Standards of Performance are not intended by the parties to lessen or abrogate any rights, responsibilities or obligations of the parties under the License Agreement. In performing the License Services in compliance with the Standards of Performance, it is understood that License's agreement to such standards will not require License to undertake any further expenditures or to take any action which will lessen License's ability to achieve its desired return from the performance of the terms of the License Agreement.

### **II. Concession Services**

- A. Licensee will make sure that all concession areas are kept clean, orderly and sanitary at all times, in accordance with applicable laws, ordinances, rules and regulations, including all applicable health and safety codes.
- B. Licensee will diligently operate and conduct the services hereunder.
- C. Licensee shall have reasonable and necessary access to halls, concourses, corridors, stairways, freight elevators and loading docks for the normal conduct of its operations.
- D. Licensee will periodically monitor customer service satisfaction and food and service quality through the use of several methodologies which may include focus group studies, customer intercept surveys, comment cards and other methods agreed to by the City and Licensee.
- E. Licensee shall be responsible for the cleanliness of condiment stands and will keep them neat and orderly.
- F. Concession employees shall at all times reflect personal cleanliness.
- G. Should Licensee receive a written notice from the Bexar County Health Department or the City of San Antonio that Licensee has violated any federal, state, county or City ordinance, Licensee shall provide the City with a copy of such notice and shall diligently instigate efforts to cure such violation.
- H. Licensee and the City may mutually agree to additional Standards of Performance to supplement or amend those set forth herein.

Exhibit  
A

# **A REQUEST FOR PROPOSALS**

**FOR THE CITY OF SAN ANTONIO  
ALAMODOME**

**FOOD, BEVERAGE, CATERING AND  
MERCHANDISE SERVICES**



**MANDATORY PRE-PROPOSAL MEETING, TOUR AND SBEDA WORKSHOP  
OCTOBER 29, 2002**

**ALAMODOME MEETING ROOM P  
100 Montana Street  
San Antonio, Texas 78203**

**PROPOSALS DUE DECEMBER 18, 2002**

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**EXHIBITS**

Exhibit A –	Proposal Checklist
Exhibit B –	Financial Proposal Form
Exhibit C –	Proposal Form Projected Events, Attendance and Sales
Exhibit D -	Proposal Form - Operating Pro Forma
Exhibit E –	Proposal Form - Capital Investment
Exhibit F -	Historic Financial Data
Exhibit G -	Existing Equipment List
Exhibit H –	2002 Menus
Exhibit I -	Good Faith Effort Plan
Exhibit J –	Financial Disclosure Report
Exhibit K –	Discretionary Contracts Disclosure Form

## I. PROJECT OVERVIEW

1. The Agreement is for the exclusive rights for all Foodservices inside the Alamodome and non-exclusive rights, at the City's sole discretion, outside of the Alamodome. Within the Alamodome the following areas are excluded from the exclusive rights, backstage, dressing rooms, locker rooms and all offices. City may require Concessionaire to provide Foodservices to these areas on a cost plus 10% basis.
2. In addition the Concessionaire will have the non-exclusive rights, at the City's sole discretion, for Merchandise inside and outside of the Alamodome. The City may require the Concessionaire to manage these services on an event by event Management Fee basis (3% Management Fee), as directed by the City.
3. Catering Sales except in the Suites, Sports Bar and Top of the Dome Restaurant are provided by four approved Caterers that are contracted with the City through June 30, 2003. The Concessionaire has exclusive rights to Catering in the Suites, Sports Bar and Top of the Dome Restaurant. Should a Licensee elect to use the Concessionaire, rather than one of the four approved Caterers, during this period of time, in other areas of the Alamodome for Catering, then the Licensee is assessed a 20% of Gross Receipts penalty on their Catering invoice. That penalty fee is over and above the current Catering Commissions of 15.5% for food and non-alcoholic beverages, 29% of Alcoholic Beverages and 30% of miscellaneous goods and services.
4. Effective July 1, 2003, the Concessionaire will retain all Catering rights at the Facilities. At that time, the City may elect to add cooking equipment to the existing Catering Pantry for use by the Concessionaire.
5. It is anticipated that the Concessionaire will commence operations on or about May 15, 2003. Therefore the Agreement term of approximately five years will commence with the effective date that the Spurs vacate the Facilities, but still terminate September 30, 2008. At the end of the Agreement the City and the Concessionaire may mutually negotiate a five-year renewal.
6. The City will consider two contract alternatives as shown in Exhibit B: Commission Agreement or a Management Fee/Profit Split Agreement. Proposers may propose either or both types of Agreements.
7. The City shall provide the Equipment listed in Exhibit G. The listed Equipment is sufficient for the Foodservices. The City will be responsible for ensuring that the Equipment is in working order prior to turning it over to the Concessionaire. Once the Equipment is turned over to the Concessionaire, the Concessionaire shall become responsible for maintaining all City-owned Equipment. The City will replace any Equipment listed in Exhibit G that is necessary for the Foodservices but cannot be efficiently repaired, except if the repair or replacement is due to Concessionaire's negligence, in which case the Concessionaire is solely responsible for replacement.

8. The Concessionaire will provide all Smallwares and Uniforms and, if they elect upgrade the current Foodservice Equipment, Portable Carts. That investment must be detailed in Exhibit E. The goal of any investment that the Proposer recommends should be to operate the Foodservice efficiently and to enhance revenues to the City.
9. A schedule of projected events and attendance for the first two Agreement Years is attached as Exhibit C. Failure on the part of City to meet event projections shall not relieve the Proposer from the obligation to comply with the Agreement.
10. This RFP is designed to allow Proposer the greatest amount of creativity in maximizing the Facility's service levels to its customers. Once a Concessionaire is selected, the City will negotiate an Agreement, developed by the City's legal counsel, which details the standards of performance for the Concessionaire based on the Concessionaire's proposal, the City's rules and regulations and generally accepted Foodservice Agreement standards.
11. Foodservice in the offices, locker rooms, back stage dressing rooms or in any area of the Facilities during non events, other than designated Foodservice spaces, are excluded from this Agreement, but the Concessionaire may be required by the City to perform such services on an event by event basis.
12. Unique Catering requirements of the Licensee's, such as Kosher, Indian and other Ethnic Foods, not regularly prepared by the Concessionaire, may be excluded from these rights, if so directed by the City.
13. Foodservice served from any exhibitor's or event participant's booth to attendees at any event, the primary purpose of which is to promote products offered by members of the food and/or beverage industry, so long as the food and/or beverages sold or served consist solely of items that the exhibitor offers for sale in the normal course of its business (for example, the service of food and beverages at an event such as "Taste of the Town", "Taste of San Antonio", "Great America Beer Festival", etc.) are excluded from Foodservices and this Agreement.
14. Vending Machines are excluded from Foodservice and this Agreement.
15. Alternate proposals will be acceptable for review, so long as they address the needs and requirements of the City as set forth in these Specifications.

## II. DEFINITIONS

1. **"Accounting Period"** shall refer to the Concessionaire's four or five week fiscal periods of which there must be twelve within each calendar year.
2. **"Agreement Year"** shall refer to the period anticipated to be between May 15, 2003 and September 30, 2003, and every October 1st through September 30th for every year thereafter until September 30, 2008 or until the Agreement terminates, whichever is earlier.
3. **"Agreement"** shall refer to the contract executed between the Concessionaire and the City in accordance with these specifications and may incorporate this Request for Proposals issued by the City and the Concessionaire's proposal submitted to and accepted by the City. Should the Request for Proposals and the Concessionaire's proposal be incorporated into the Agreement and a conflict between any terms or provisions arises, the terms of provisions of the Agreement itself shall prevail.
4. **"Alcoholic Beverages"** shall refer to all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided, with the exception of Catering Alcoholic Beverages which are excluded from this Agreement until July 1, 2003.
5. **"Branded Products"** shall refer to those food and beverage items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Concessionaire is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Facilities.
6. **"Catering Sales"** shall refer to any pre-arranged food and beverage function of multiple customers, such as picnics or banquets, where payment for the entire function rests with one individual or company, except in the Suites or Restaurants. Catering Sales are specifically excluded from this Agreement until July 1, 2003.
7. **"City"** shall refer to the City of San Antonio Texas the owner of the Alamodome or its Designee. All correspondence should be addressed to Michael Abington, Director, Alamodome, 100 Montana Street, San Antonio TX 78203. Phone 210-207-3784, fax 210-207-3646, email [mabington@alamodome.com](mailto:mabington@alamodome.com)
8. **"Commission"** shall refer to the percentage of Gross Receipts that the Concessionaire pays the City each Accounting Period.
9. **"Concession Sales"** shall refer to all sales of food and beverages sold to individual customers from permanent or portable concession stands or roving vendors.
10. **"Concessionaire"** shall refer to that party or parties selected by the City to provide the services set forth herein.
11. **"Consultant"** shall refer to Chris Bigelow, President, The Bigelow Companies Inc., 1575 Universal Avenue, Suite 156, Kansas City, MO 64120; Phone (816) 483-5553, FAX (816) 483-5510, Email [chrisbigelow@bigelowcompanies.com](mailto:chrisbigelow@bigelowcompanies.com)

12. **"Direct Operating Costs"** are the actual out-of-pocket costs of the Foodservice operation incurred at the Facilities, as approved by the City. These costs include the actual expense of the product, including corporate rebates, on-site payroll, payroll taxes, fringe benefits and other operating expenses, such as repairs and maintenance, cleaning and office supplies. Direct Operating Costs do not include any corporate overhead, corporate administrative expenses or Late Fees.
13. **"Equipment"** shall refer to all Foodservice furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product. Equipment shall not be affixed to the building, except by electrical or gas connections.
14. **"Facilities"** shall refer to the Alamodome, located at 100 Montana Street, San Antonio TX 78203 in Bexar County.
15. **"Foodservices"** shall refer to the food and beverage sales and operations at the Facilities, whether Alcoholic Beverages, Branded Products, Concessions, Restaurant or Suite Sales. Foodservices specifically exclude Catering Sales, which may be provided by other caterers through June 30, 2003 at which time it becomes a part of the definition of Foodservices.
16. **"Gross Receipts"** shall refer to the total amount of money, gratuities, service and rental charges received or charged by the Concessionaire or any agent, employee or subcontractor of the Concessionaire for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Agreement, excluding only applicable sales taxes. Neither the TABC Alcoholic Beverage tax nor any Gratuities and/or Service Charges paid out to employees may be deducted from Gross Receipts. In case of a discrepancy in determining Gross Receipts for Concession Sales, it shall be the greater of Inventory, Cash Register readings or actual Cash and Charges received.
17. **"Late Fee"** is the charge assessed to any payments due the City from the Concessionaire after the specified date in the Agreement. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%). Late Fees are payable by the Concessionaire and not allowed as a Direct Operating Cost.
18. **"Leasehold Improvements"** shall refer to all equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.
19. **"Licensee"** shall refer to any person or entity that may, from time to time, enter into any agreement for the use of the Facilities for a particular purpose.
20. **"Management Fee"** shall refer to the percentage of Gross Receipts that the Concessionaire may earn in an Agreement Year as provided in Exhibit B.
21. **"Merchandise"** shall refer to all non-edible souvenirs, novelties and publications at the Facilities.

22. **"Net Profit"** shall mean the excess, if any, of Gross Receipts over the sum of applicable and/or pro-rated Direct Operating Costs, City approved depreciation and the Management Fee for any Accounting Period.
23. **"Pre-opening Expense"** shall refer to the Direct Operating Costs incurred by the Concessionaire between execution of the Agreement and the first Accounting Period with events.
24. **"Profit Split"** shall be the percentage of Net Profits that the Concessionaire may earn in any accounting period.
25. **"Proposer"** shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with these Specifications.
26. **"Restaurant Sales"** shall refer to all food and beverage service in the public and private restaurants and lounges (the Top of the Dome and the Sports Club) at the Facility which are not Catering Sales.
27. **"SBEDA"** shall refer to Small Business Economic Development Advocacy.

"Small Business Economic Development Advocacy (SBEDA) Program" shall refer to the City program that is designed to promote the utilization and participation of Local, Minority, Woman, and African-American Owned Business Enterprise in City sponsored contract opportunities. The following are definitions as they relate to the SBEDA program. For additional information on the SBEDA program, please see Section IX of this proposal.

- a. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered a SBE.
- b. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as a Local Business Enterprise, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- c. **Minority Business Enterprise (hereinafter referred to as MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member (s) who have at least 51% ownership. To qualify as an MBE, a company has to be certified by the South Central Texas Regional Certification Agency OR is approved by the City of San Antonio Director of Economic Development. Minority group members include African-Americans, Hispanic-Americans, Asian-Pacific Americans, Asian-Indian Americans, American-Indians and Disabled Individuals. THE MBE MUST BE BASED OR

HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE SAN ANTONIO AREA FOR AT LEAST ONE (1) YEAR. The MBE must also be classified as a SBE and LBE.

- d. **Women-Owned Business Enterprise (hereinafter referred to as WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have 51% ownership. To qualify as a WBE, a company has to be certified by the South Central Texas Regional Certification Agency OR is approved by the City of San Antonio Director of Economic Development. THE WBE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The WBE must also be classified as a SBE and LBE.
- e. **African-American Business Enterprise (hereinafter referred to as AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member (s) who have 51% ownership. To qualify as an AABE, a company has to be certified by the South Central Texas Regional Certification Agency OR is approved by the City of San Antonio Director of Economic Development. THE AABE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The AABE must also be classified as a SBE and LBE.
- f. **Subcontractor(s):** a business having a direct contract with the prime contractor for the performance of a part of the work specified in the scope of work for this project.
- g. **Supplier(s):** a business that furnishes needed items to the prime contractor and performs a commercially useful function in the supply process. The supplier must be involved in the manufacture or distribution of the supplies or materials, or otherwise warehouse and ship the supplies.
- h. **Manufacturer(s):** a firm which produces goods from raw materials, or substantially alters or fabricates them for resale, and assumes the actual and contractual responsibility for the provision of the materials and supplies.
- i. **Good Faith Effort:** the measures taken by a Prime Contractor to identify and utilize minority, women-owned and African-American-owned business for subcontracting/joint-venture opportunities in this contract. Successful measures are outlined in the U.S. Department of Transportation regulations "Guidelines Concerning Good Faith Efforts" published as Appendix A to 49 CFR Sec, 23.45 (1981), and amendments thereto.
- j. **Joint Venture:** an association that provides for the sharing of economic interest and the equal proportionate control over management, interest in capital, and earnings. The Minority/Women/African-American Business

Enterprise joint venturer must have a proportionate interest in the control, management, and operation of the affairs of the joint venture.

- k. **Subcontract:** an agreement between the prime contractor and another business entity for the performance of work on this contract.
- l. **Mentor-Protégé:** a partnership between a Prime Contractor (Mentor) and a MBE/WBE/AABE (Protégé) where the Mentor provide technical and management assistance, financial assistance in the form of equity investments and/or loans, subcontract support, and assistance in performing as a prime contractor partner through a joint-venture arrangement

28. **"Smallwares"** shall refer to the serviceware, utensils, crockery, glassware, dishware and cutlery used in the Foodservice operation. Concessionaire is responsible for having 250 place settings, in a pattern approved by the City, throughout the Agreement term.

29. **"Specifications"** shall refer to this Request for Proposals.

30. **"Suite Sales"** shall refer to all food and beverage service in the Facility's suites.

### III. PROPOSAL PROCESS

1. A mandatory pre-proposal conference, Facility tour and SBEDA workshop will be held from 9 a.m. until approximately 2 p.m. on Tuesday October 29, 2002 at the Alamodome, Meeting Room P. Lunch will be provided. All Proposers must attend this conference. Call Laurie Bogue in Chris Bigelow's office at 816-483-5553 if you intend to be at the pre-proposal meeting and indicate the number of company representatives that you will have. Any requests for tours of the Facilities, other than during the pre-proposal meeting, must be coordinated with Mike Abington and Jim Mery's office at least 48 hours before requested tour date. Please note that any information provided during those tours do not represent official responses to the RFP and may not be used by the Concessionaire.
2. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Proposer from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by an Agreement.
3. After the pre-proposal conference and facility tour, all questions concerning this RFP, other than SBEDA questions, must be submitted in writing to the Consultant via mail, email or fax. SBEDA questions must be submitted in writing to Manuel Longoria, Assistant Director, Economic Development Department, City of San Antonio, Military Plaza – 4<sup>th</sup> Floor, City Hall, P.O. Box 839966, San Antonio, TX 78283-3966. Telephone 210-207-8040, fax 210-207-8151 email [MLONGORIA@sanantonio.gov](mailto:MLONGORIA@sanantonio.gov) Written questions must be submitted on company letterhead and received no later than ten (10) calendar days prior to the proposal due date. Written answers from both Mr. Longoria and Mr. Bigelow, as well as the answers from the pre-proposal meeting will be posted on the City's website [www.alamodome.com](http://www.alamodome.com) Proposers without access to the Internet must provide a fax number to receive the written responses
4. Each Proposer shall carefully examine all proposal documents, Specifications and any and all addenda or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Proposer find discrepancies, ambiguities or omissions in the Specifications, or should the Proposer be in doubt as to their meaning, Proposer shall at once, and in no event less than ten (10) days prior to proposal date, deliver to the Consultant a written request for interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Specifications will be made only by written addenda to all persons who have attended the pre-proposal conference. No allowance will be made after proposals are received for oversight, omission, error, or mistake by Proposer.
5. Eight proposals, including the original proposal signed in ink, must be received no later than 4:00 p.m. local time on December 18, 2002 in the City Clerk's Office. Any proposal received after that time will not be considered. Proposals must be submitted in a sealed package with "Proposal for Alamodome Food, Beverage,

Catering and Merchandise Services” and the Proposer’s name and address clearly marked on the face of the package. A ninth proposal book and the computer disk supplied with the RFP is due at the same time, same date in the office of the Consultant.

Mailing Address:

City Clerk’s Office, Attn: Alamodome  
P.O. Box 839966  
San Antonio, TX 78283-3966

Physical Address:

City Clerk’s Office, Attn: Alamodome  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, TX 78205  
Phone: 210-207-7253

6. Proposals sent by facsimile or email will not be accepted.
7. Proposers who submit proposals must correctly reveal, disclose and state the true and correct entity, individual, proprietorship name, corporate name, and/or partnership name (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title) or local “handles” will be accepted in lieu of the full, true and correct legal name of the entity. These names must comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, must match with exact Assumed Name filings. Corporate Proposers and limited liability Proposers must include the 11-digit Comptroller’s Taxpayer Number on the signature page of the proposal.
8. If the Agreement is awarded to any entity that is later found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its proposal, the City shall have the discretion to cease negotiations or terminate the Agreement, if it has been executed
9. All provisions in the proposal including any estimated or projected costs shall remain valid for one hundred and eighty (180) days following the proposal due date, or if a proposal is accepted, throughout the entire term of the Agreement.
10. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Proposer should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order.

*Alamodome Request for Proposals*

11. Any and all costs or expenses incurred by the Proposer that are associated with the preparation of the proposal, the pre-proposal conference or during any phase of the selection process, shall be borne solely by the Proposer.
12. Proposer shall not contact any City employees or officers before an award has been made, except as set out herein. Violation of this provision may lead to disqualification of the Proposer's proposal from consideration.
13. The City reserves the right to contact any Proposer for clarification after proposals are opened and/or to further communicate with any Proposer, if such is deemed desirable by the City.

#### IV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

1. **Small Business Participation**

It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

DEFINITIONS related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered a SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as a Local Business Enterprise, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (hereinafter referred to as MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member (s) who have at least 51% ownership. To qualify as an MBE, a company has to be certified by the South Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. Minority group members include: African-Americans, Hispanic-Americans, Asian-Pacific Americans, Asian-Indian Americans, American-Indians and Disabled Individuals. THE MBE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE SAN ANTONIO AREA FOR AT LEAST ONE (1) YEAR. The MBE must also be classified as an SBE and LBE.

- e. **Women-Owned Business Enterprise (hereinafter referred to as WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have 51% ownership. To qualify as an WBE, a company has to be certified by the South Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. THE WBE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The WBE must also be classified as an SBE and LBE.
  
- f. **African-American Business Enterprise (hereinafter referred to as AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member (s) who have 51% ownership. To qualify as an AABE, a company has to be certified by the South Texas Regional Certification Agency OR be approved by the City of San Antonio Director of Economic Development. THE AABE MUST BE BASED OR HEADQUARTERED IN BEXAR COUNTY OR SHALL BE ABLE TO SHOW PROOF THAT THEY HAVE OR ARE DOING BUSINESS IN THE BEXAR COUNTY AREA FOR AT LEAST ONE (1) YEAR. The AABE must also be classified as an SBE and LBE.

2. **Goals for Small Business Participation**

a. **Food-Beverage Concession Stands**

The goals for the utilization and participation of MBE-WBE-AABE businesses in THE FOOD-BEVERAGE-CONCESSION STANDS are based as a percentage of the 224 Points of Sales (POS) available at the Alamodome. Prime Contractors should put emphasis on the equitable distribution and placement of the concessions stands assigned to small businesses. The goals are as follows:

<b>MBE</b>	<b>73 POS</b>	<b>(32.5% of total Available POS)</b>
<b>WBE</b>	<b>29 POS</b>	<b>(13% of total Available POS)</b>
<b>AABE</b>	<b>7 POS</b>	<b>(3% of total Available POS)</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the available points of sale. Subcontractor A is certified by the City as a MBE (a male-owned Hispanic Business owner can only be certified as an MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the available points of sale. Subcontractor B is certified by the City as both an MBE and a WBE (a female-owned Hispanic Business owner can be certified as both MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the available points of sale to a Subcontractor C—a City certified AABE (a male-owned

African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	32.5%	32.5%
WBE	13%	13%
AABE	3%	3%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as an MBE (a male-owned Hispanic Business—certified only as an MBE). As part of their joint-venture agreement, Company A will operate 32.5% of the points of sale available at the Alamodome. Prime Contractor Y also intends to subcontract 13% of the available points of sale with Subcontractor F. Subcontractor F is a City certified MBE/WBE and AABE business.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goal	Prime Contractor Y's Compliance
MBE	32.5%	45.5%
WBE	13%	13%
AABE	3%	13%

a. **Catering Services**

For the Catering portion of this contract, compliance with the SBEDA policy will be evaluated based on net revenues generated by the Catering portion of the contract. For example, should Catering services generate \$5,000,000 in net revenue, then compliance with the SBEDA policy would be as follows:

<b>MBE</b>	<b>32.5% or</b>	<b>\$1,625,000 in net revenues</b>
<b>WBE</b>	<b>13.0% or</b>	<b>\$ 650,000 in net revenues</b>
<b>AABE</b>	<b>3% or</b>	<b>\$ 150,000 in net revenues</b>

Example: Prime Catering Contractor submits a proposal specifying that they intend to subcontract with four SBEDA certified contractors as follows:

- MBE Catering Subcontractor at 10% of estimated net revenues
- WBE Catering Subcontractor at 8% of estimated net revenues
- AABE Catering Subcontractor at 20% of estimated net revenues
- MBE/WBE Catering Subcontractor at 7% of estimated net revenues

Compliance with the SBEDA policy is as follows:

	City's SBEDA <u>Goal</u>	Prime Contractor Y's <u>Compliance</u>
MBE	32.5%	37%
WBE	13%	14%
AABE	3%	20%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

3. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—Exhibit H). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive.**

4. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

5. **SBEDA Workshop**

**The Economic Development Department will hold a workshop on Tuesday October 29, 2002, at 10:30 am in the Alamodome Meeting Room P to explain SBEDA provisions of this contract. Attendance is mandatory.**

6. **SBEDA Information**

**Interested contractors are encouraged to contact Mr. Manuel Longoria, Jr., Assistant Director of Economic Development, for information regarding the City's SBEDA Policy. He can be contacted at (210) 207-6020, FAX: (210) 207-8151, or e-mail [mlongoria@sanantonio.gov](mailto:mlongoria@sanantonio.gov).**

7. **Goals for MBE-WBE-AABE Participation**

The City has set goals for the utilization and participation of MBE-WBE-AABE businesses in this contract opportunity: The Concession goals are based as a percentage of the 224 Points Of Sales (POS) available at the Alamodome. The following point of sales goals are hereby established for this contract:

MBE	73	POS	(32.5% of total Available POS)
WBE	29	POS	(13% of total Available POS)
AABE	7	POS	(3% of total Available POS)

For Catering the City has the same goals but they will apply to the annual Gross Receipts of Catering Sales

MBE	32.5% of Catering Gross Receipts
WBE	13% of Catering Gross Receipts
AABE	3% of Catering Gross Receipts

8. **Additional Information**

The City is committed to equal opportunity in employment and in the awarding of contracts for goods and services. Any Concessionaire doing business with the City shall develop a written policy statement to inform all employees, job applicants, service recipients, and applicants for services of the Concessionaire's commitment to ensuring equal opportunity. The policy statement must be consistent with the Concessionaire's Corporate Equal Opportunity/Affirmative Action and Non-Discrimination Policy Statements. The policy statement shall be signed by the Concessionaire's executive officer, prior to commencement of this Agreement.

Concessionaire will, and will require its contractors and subcontractors to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations including, but not limited to, the Americans with Disabilities Act ("ADA") and all regulations promulgated thereunder. By submitting a Proposal, the Concessionaire agrees to indemnify the City, their agents, and employees from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, any alleged failure of the

Concessionaire, its subcontractors, agents, successors, assigns, officers, or employees to comply with any applicable federal, state, and local laws, ordinances, rules, and regulations.

The Concessionaire shall not discriminate against any employee or applicant for employment or against any service recipient or applicant for services because of race, color, ethnic status, religion, sex, age, national origin, disabled veteran status, Vietnam era veteran status, or disability. Upon final determination by a tribunal of competent jurisdiction that Concessionaire has discriminated against any employee or applicant for employment or against any service recipient or applicant for services because of race, color, ethnic status, religion, sex, age, national origin, disabled veteran status, Vietnam era veteran status, or disability, this Agreement may be deemed terminated and Concessionaire's further rights under the Agreement forfeited.

## V. REQUIRED SUBMITTALS

As previously stated, all proposals shall be submitted to the City with an original and seven copies. An additional (8<sup>th</sup>) copy and a computer file copy saved to the provided computer disk shall be submitted to the Consultant.

Each proposal must include a table of contents and include the items identified in the Required Submittals Section in the sequence listed, divided by tabs. In addition, the completed Exhibit A checklist must be the First page of the proposal.

Each Proposer shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

1. **Exhibit A:** Proposal Checklist
2. **Proposal Bond:** The Proposer shall attach to the original proposal submitted, a proposal bond in the amount of \$25,000 made payable to City of San Antonio, Texas. A certified check in the same amount would also be acceptable.
3. **Completed Exhibits B, C, D and E:** Exhibits C, D and E must be provided in hard copy and on the enclosed computer disk. Submit disk inside the Consultant's proposal.
4. **Exhibit E** is a detailed schedule of the capital investment Proposer commits to make for the Foodservice facilities at the Facility. The City shall have final approval of what items will be purchased as part of the capital investment program.
5. **Completed Exhibit I:** SBEDA Form 117C, Good Faith Effort Plan for Subcontractors and Professional Services
6. **Completed Exhibit J:** Financial Disclosure Report
7. **Completed Exhibit K:** Discretionary Contracts Disclosure Report
8. **List of Clients:** A list of other clients similar to the Facility that Proposer serves or has served in the past five (5) years. Please provide detailed information, e.g., name, address, and current telephone number of the account, contact name, length of time, size of Location, number and type of events, annual sales and attendance. Indicate what services are provided, i.e., catering, concessions, restaurants etc.
9. **Financial Statement:** A current audited financial statement, for the two most recent fiscal years of the Proposer, including balance sheet and profit and loss statements, prepared and certified by an independent Certified Public Accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of these Specifications.
10. **Organizational Plan:** An organizational chart showing all full-time and hourly positions. Include details of all bonus, benefits, insurance, vacation, and sick-

- leave programs for which the full-time and hourly staff are eligible. Include a copy of the employee training manual, employee handbook and drug-use policy.
11. **Resumes:** A resume, including client references, of the experience, education, and performance record in the Foodservice business of two proposed full-time general managers, for whom the City will have the right of approval. Proposer must have their choice of the general manager present at any oral presentation required by the City for selection of the Concessionaire. The general manager candidate may be interviewed privately prior to the Proposer's presentation.
  12. **Staffing Charts:** For typical events at the Facility, including a concert (with beer) for 60,000, a high school basketball game (without beer) for 20,000 and a trade show and convention for 10,000. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, commissary, Suite pantries, Concession stands, vendors, Suites, Clubs and Restaurant, etc. The staffing can be in the format of recommended staffing guidelines for each job; i.e., 1 concession server per 175 seats, 1 vendor per 200 seats, 1 portable cart per 1,000 seats etc.
  13. **Payroll Expense:** Proposed pay ranges and salary ranges for Concessionaire's employees at the Facility.
  14. **Menus:** Proposed menus for all Foodservices in the Facility, showing portion sizes and proposed selling prices in 2002 dollars. Pricing must be competitive with similar facilities in the region.
  15. **Branded Products:** Describe how Branded Products should be handled and how they will impact sales and profits. Detail other Facilities where Concessionaire uses Branded Products and any unique financial arrangements with these Brands.
  16. **Sponsorship Assistance:** Describe how the Proposer will assist the City in securing sponsorships and advertisers for the Alamodome.
  17. **Training Programs:** Describe all of Proposer's available training programs including Proposers' current Alcohol Management and Customer Service Training Programs that are regularly used at other accounts. Indicate the proposed general manager's experience in administering these training programs.
  18. **List of Corporate Officers:** Provide a list of the Concessionaire's corporate officers and their experience in the industry.
  19. **Event Information Recaps:** Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to the City during the term of this Agreement. Include forms from computerized cash registers.
  20. **Creative Design Concepts:** Proposers should indicate their proposed design concepts if they are making any capital improvements. Proposers should include

any equipment, decor or uniform literature or brochures and any other information that indicates their unique approach to this project.

**21. Business Form of Proposer:**

- a) If the Proposer is a corporation, the proposal shall be signed by an officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered. The proposal shall show that the corporation is in good standing and qualified and authorized to do business in the State of Texas.
- b) If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and title of the person signing shall be shown. A copy of the partnership agreement and a full explanation of the job related duties of each member of the partnership must be included.
- c) If the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style, if any, under which the Proposer is doing business.
- d) If the Proposer is a joint venture, the proposal shall be signed by an officer of the joint venture. A copy of the joint venture agreement and a full explanation of the job related duties of each member of the joint venture must be included.

**22. Business Address:** Regardless of the business form, the proposal shall show the present business address of the Proposer at which communications from the City and notices served are to be received.

## VI. PROPOSAL EVALUATION PROCESS

1. Following receipt of written proposals, the City may select those Proposers which, in the judgment of the Review Committee, qualify as finalists and request those Proposers to make oral presentations to the City and Review Committee prior to the final selection of the Concessionaire.
2. City reserves the right to reject any and all proposals.
3. Proposers are advised that the City intends to select the Concessionaire that the City determines is responsive and responsible and will provide the Facility with the highest quality products and efficient services to Facility's patrons, based on the criteria set out below.
4. In order to determine this, the City will consider the following factors utilizing a 100 point scale, none of which will, standing alone, be conclusive:
  - a) Creativity reflected in the proposal through unique operational plans, point of sale areas, menu, personnel training, uniforms and related marketing and promotional ideas. **15 points**
  - b) The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel. **10 points**
  - c) The Proposer's performance at other facilities as shown by contacts with representatives of those facilities by phone or mail, which have been or may be made by the City. **20 points**
  - d) Proposer's financial condition, including ability to provide required performance bond and capital investments. **10 points**
  - e) Proposer's financial return to the City. **20 points**
  - f) The quality and scope of the Proposer's investment. **5 points**
  - g) Local, Minority, Women, and African-American Business Participation
    - I. Level of Local Business Utilization and Participation in the proposal. **10 points**
    - II. Level of Minority, Women, and African-American Business Utilization and Participation in the proposal. **5 points**
    - III. Proposer's Good Faith Effort to meet minority, women, and African-American Business contracting goals. **5 points**

5. City reserves the right, at its discretion:
- a) To reject proposals that contain omissions or otherwise fail to comply with these Specifications.
  - b) To reject proposals that are not accompanied by proper proposal bond or deposit.
  - c) To reject all proposals when the City reasonably determines that such a procedure would be in the best interest of the City.
  - d) To waive technical or insubstantial irregularities in the proposal of any Proposer, when not shown to have resulted in any unfair advantage to any Proposer.
  - e) To reject proposals that contain any conditions and/or contingencies which, in the City's judgment, make the proposal indefinite or incomplete.
  - f) To operate the Foodservices themselves.

## VII. FINANCIAL TERMS

1. The Proposer will propose their Commission Agreement or Management Fee and Profit Split Agreement or both in Exhibit B. Alternate financial proposals will be considered.
2. The term of the Agreement will be for approximately five years, with one five-year renewal option, by mutual agreement.
3. In the Management Fee/Profit Split Agreement, the Concessionaire shall accrue one percent (1%) of Gross Receipts, prior to any Profit Split, for repairs and maintenance of City owned Equipment and Leasehold improvements.
4. Under either Agreement type, the Concessionaire will either accrue or pay a Commission to the City equal to one percent (1%) of Gross Receipts for replacements of the City owned Equipment.
5. The Proposer will also indicate, in Exhibits B and E, the capital investment that they will make in the Foodservices over and above the current level of Equipment, which will remain on-site for the Concessionaire's use. A listing of all such Existing Equipment is provided in Exhibit G.
6. Concessionaire shall pay, as a part of their capital investment, any necessary improvements or upgrades of utility service to the Foodservice areas and the cost of connecting any new Equipment or improvements to the utility services.
7. At the termination of this Agreement, for any reason, the City will purchase or cause to be purchased the Concessionaire's approved investment at its book value. The Concessionaire will amortize its investment so at the end of the initial Agreement the book value is zero but in no case shall amortization exceed the following:
  - a) Equipment - 60 months, straight line method
  - b) Leasehold Improvements - 60 months, straight line method
  - c) Uniforms and Smallwares - 36 months, straight line method
  - d) Pre-opening Expenses - 36 months, straight line method, but no buyout of Pre-Opening expenses will be allowed.
8. The Concessionaire will provide all working capital and inventory necessary to effectively manage the Foodservices.
9. The Concessionaire will prepare a profit and loss or Commission statement, in a format directed by the City, for each Accounting Period and submit same with Net Profits or Commissions no later than 15 days following the close of the preceding Accounting Period. In any Accounting Period in which there are no Net Profits, the Concessionaire shall accrue such loss until the next Accounting Period to cover those losses. There will be a one-time reconciliation of all losses

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or profits with statement and Net Profit payment for the last Accounting Period of Agreement. At the end of the Agreement, if there are no cumulative Net Profits, the City shall pay the Concessionaire the amount of money necessary to make Net Profits equal zero dollars (\$0.00).

## VIII. FACILITIES DESCRIPTION

The Alamodome is a multi-purpose stadium venue that opened in May of 1993. The stadium has four primary levels;

1. Field Level - The trade show configuration has 160,000 square feet of floor space, including the concourses. The Alamodome is connected to the San Antonio Convention Center by an exterior plaza/walkway and is often used in conjunction with large city side conventions.
2. Plaza Level – 29,810 seats
3. Club Level - 7,204 seats and 34 suites seating 584
4. Upper Level – 27,605 seats

Total fixed seating capacity of 65,203

The arena (1/2 house) configuration is 32,000 seats

### Field Level

- 16 meeting rooms.
- Concession Offices/Cash Room/Laundry, approximately 2,000 sq. ft.
- Concession commissary, approximately 6,000 sq. ft.
- Concessionaire's Kitchen, approximately 2,000 sq. ft.
- Catering Pantry (future kitchen), approximately 6,000-sq. ft.
- 6 to 8 Portables as needed

### Field Level

Stand	POS	Concept	Suggested SBE Locations
Field 1	4	Full Service/Grill	
Field 2	3	Full Service	Yes
Field 3	4	Full Service	Yes

**Plaza Level**

<b>Stand</b>	<b>POS</b>	<b>Concept</b>	<b>Suggested SBE Locations</b>
104		Vending Commissary	Yes
104	8	Full Service/Ice Cream	
107S	2	Subway	Yes
107	4	Full Service/Grill	Yes
107/108	6	Full Service/Mexican	Yes
109/110	10	Full Service	
113/114	2	Pizza Hut	Yes
113/114	8	Full Service/Nachos	
116/117	4	Whataburger	Yes
116/117	8	Full Service	Yes
120		Vending Commissary	Yes
126		Vending Commissary	Yes
126	4	Ice Room/Full Service	
129	4	Saloon (Beer/Wine)	
129	8	Full Service/Grill	
132S	2	Subway	Yes
132	8	Full Service	Yes
136/137	2	Italian Corner	
136/137	4	Pizza Hut	Yes
136/137	4	Full Service	
138/139	4	Whataburger	Yes
138/139	8	Full Service/Grill	Yes
142	8	Full Service/Ice Cream	Yes
142		Vending Commissary	Yes

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- 2 Funnel Cake portables
- 8 Bottled Beer portables
- 2 Draft Beer, nuts, popcorn and soda portables
- 2 Beer and nacho portables
- 2 Dome Dog portables
- 2 Margarita portables
- 2 Beers of the World portables

**Club Level**

<b>Stand</b>	<b>POS</b>	<b>Concept</b>	<b>Suggested SBE Locations</b>
206/208	2	Bar	
206/208		Vendor Commissary	Yes
206/208	4	Full Service/Grill/Pizza	Yes
216/218	2	Bar	
216/218		Vendor Commissary	Yes
216/218	4	Full Service	Yes
228/230	2	Bar	
228/230		Vendor Commissary	
228/230	4	Full Service	
238/240	2	Bar	
238/240		Vendor Commissary	
238/240	4	Full Service/Grill/Pizza	

- Concessionaire Catering Office
- 1 Sports Bar
- 4 Draft beer, soda, peanuts and popcorn portables

**Upper Concourse**

<b>Stand</b>	<b>POS</b>	<b>Concept</b>	<b>Suggested SBE Locations</b>
302	6	Full Service	Yes
305		Vending Commissary	Yes
309	4	Full Service/Grill	
323	6	Full Service	Yes
326	6	Full Service	Yes
329		Vending Commissary	Yes
340	4	Full Service/Grill	
347	6	Full Service	

- Top of the Dome Restaurant
- 6 Full fare concession portables
- 5 Draft beer, soda, peanuts and popcorn portables
- 7 Bottled beer portables
- 2 Bottled beer and nacho portables

## IX. PERSONNEL

1. Concessionaire shall employ the necessary personnel to conduct the operations at the Facility in accordance with the terms and conditions of these Specifications and the Agreement.
2. All Foodservice employees are employees of the Concessionaire and not the City. The Concessionaire shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with the City. No agent, servant, or employee of the Concessionaire shall under any circumstances be deemed an agent, servant, or employee of the City.
3. Accurate records must be kept of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by the City or any other proper agency. Upon request by the City, the Concessionaire shall immediately dismiss from the Facility any employee deemed unsuitable for any reason by the City. Any employee so dismissed shall never again be employed at the Facility without the prior written consent of the City.
4. The City shall approve Concessionaire's proposed on-site Management throughout the term of the Agreement. If the City requests a replacement for the on-site Management or any of the staff, Concessionaire shall have thirty (30) days to provide a temporary replacement approved by the City, and fifteen (15) days to provide the City with at least three (3) resumes of suitable candidates for such purpose.
5. Concessionaire must conduct regularly scheduled training sessions, as approved by the City, through out the year, for all personnel. At a minimum, the training will consist of Customer Service, Alcohol Awareness and Skills Training for each position.
6. Concessionaire's employees shall be at all times neatly and cleanly uniformed in City approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees.
7. Ten on-site parking places are available at the Facility for the Concessionaire's employees. All other employees of the Concessionaire will have to pay for parking.
8. The current Foodservice employees are not represented by any collective bargaining agreement.

## X. QUALITY OF SERVICES AND PRODUCTS

1. Concessionaire shall conduct all of their operations in a first-class, professional, businesslike, and efficient manner consistent with a premier venue such as the Facility.
2. The City shall have the final approval on what suppliers, portions and brands are used by the Concessionaire and at no time will Concessionaire offer an exclusive to any supplier without the prior written approval of the City.
3. The City shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of these Specifications and all questions as to the acceptable fulfillment of the Agreement.
4. All foods, drinks, beverages, confectionery, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.
5. All product kept for sale shall be subject to inspection and approved by the City. Rejected product shall be immediately removed from the Facility and shall not be returned for sale.
6. It is the intent of the City to utilize Branded Products whenever it is in the best interest of the City.
7. At the time that this Agreement will commence there may be new sponsorship agreements for products requiring sales representation in the Alamodome. However all of the current sponsorship and Branded product agreements are with the Spurs, whose contracts will all terminate when the Spurs contract with the Alamodome terminates.
8. The City requires the Concessionaire to identify local products and vendors to utilize throughout the Facility, whenever appropriate.
9. All Concessions will utilize disposable plates, cutlery and cups.
10. The Licensee, City and Concessionaire will determine if permanent or disposables will be used in the Sports Bar and Top of the Dome Restaurant on an event by event basis.

## XI. ALCOHOLIC BEVERAGES

1. Alcoholic Beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event or in any designated area of the Facility, shall be the sole responsibility of the City. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Concessionaire.
2. All licenses and permits required for the sale of Alcoholic Beverages at the Facility shall be held in the name of the Concessionaire. The Concessionaire shall keep the permits in full force and effect and neither party shall take any action, which would impair the Concessionaire's ability to hold the permits. The Concessionaire shall prepare, file and process all applications for renewals of the permits.
3. At the termination of the Agreement, Concessionaire shall surrender all Alcoholic Beverage Licenses for the Facility.
4. Beer and Wine may be sold on all levels, however Mixed Beverages (cocktails) may only be sold on the Club level, in the Suites, in the Restaurants and for Catered events.
5. For Catered events in any areas other than the Club Level, Sports Bar or Top of the Dome Restaurant, Concessionaire must obtain a temporary caterer's Alcoholic Beverage License that is event specific.
6. Concessionaire will need to hold the same Alcoholic Beverage Licenses which are currently required to be held by Aramark and cover all of the Facility's Foodservice. These licenses include:
  - a) Beer and Wine License Annual Fee \$220
  - b) Mixed Beverage License Annual Fee \$3,080
  - c) Beer and Wine Late Hours License Annual Fee \$295
  - d) Mixed Beverage Late Hours License Annual Fee \$215
  - e) Beverage Cartage License Annual Fee \$80

Please note these fees and licenses are approximations and the Proposer should verify all license requirements and costs.

7. A five thousand (\$5,000) Conduct Surety Bond is required for all license holders and the Licensing process may take 6 to 8 weeks for processing a new application by the San Antonio branch of the Texas Alcoholic Beverage Commission (210) 736-4466.

8. The current Alcoholic Beverage Tax is 14% and Commissions are paid on all Alcohol Beverage Taxes. Concessionaire must post a seventy five hundred dollar (\$7500.00) bond to ensure remittance of that tax to the State Enforcement Office of the State Comptroller (512) 475-0163.

## XII. OPERATING REQUIREMENTS

1. The City shall issue reasonable rules and regulations for the operation of the Foodservices, and the Concessionaire shall operate the Foodservices in accordance with such rules and regulations.
2. The City shall have sole discretion as to the acceptability of services rendered, levels of staffing required, manner of performance of staff and questions which arise as to the interpretation of the Specifications herein and any terms and conditions of the Agreement itself.
3. No off-site or subcontracted sales are permitted from the Facility unless approved by the City.
4. At the termination of Concessionaire's Agreement, Concessionaire will assign all Catering contracts and Catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding Concessionaire.
5. The Concessionaire shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where the City has authorized such distribution. Free samples (4 oz. Portions) may be given away by, or on behalf of, any person or organization which has properly engaged the Facility at trade shows, cooking schools, exhibitions, and conventions at the discretion of the City.
6. During times such as move-ins and move-outs of trade shows, when the Concessionaire is not required by the City to be open for that specific time, then exhibitors and employees working the trade show may bring their own food and beverages into the Facility.
7. The Concessionaire will be required to provide or modify operations upon the request of any Licensee when said request has been approved by the City because it is in the best interest of the Facility or is necessary to comply with the terms of the contract between the Facility and said Licensee. However, none of Concessionaire's equipment shall be utilized when Concessionaire is excluded from selling.
8. The selling of specialty ethnic foods sold by local charitable organizations at community festivals and the selling of Cotton Candy and Sno-Kones at any Feld Production event are excluded from this Agreement.
8. In the event that the City shall seek to bring a major political convention, NCAA tournament or other similar national or international events to the City, Concessionaire will make such modifications to the Agreement that are required for the City to obtain any such event.
9. City shall have the final approval on what suppliers, prices, portions and brands are used, and at no time will Concessionaire offer an exclusive to any supplier.

10. The City may sell advertising and sponsorship packages for the Facility. Therefore, the City reserves the final right of approval of Concessionaire's sources of product supply. The Concessionaire, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices are not competitive with the marketplace. Concessionaire retains no advertising rights in this Agreement. There are no sponsored Foodservice products at this time.
11. The Concessionaire must procure and keep in force during the entire period of the contract all permits and licenses required, including Alcoholic Beverage Licenses, by all laws and regulations of the State of Texas, County of Bexar and City of San Antonio.
12. Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities and shall pay any applicable taxes relating to Foodservice sales, operations, Equipment or inventory as a Direct Operating Cost.
13. Concessionaire shall use cash or point-of-sale registers at all sales locations. This includes portable and permanent concession stands, cafeterias, lounges and Restaurants and all Suite Sales billing.
14. Concessionaire shall, at all times, comply with all applicable laws, rules, regulations and orders of the Federal Government, State of Texas, County of Bexar, and City of San Antonio, and also shall abide by all rules, regulations and directives prescribed by the City.
15. Vending machines may only be used at times and locations prescribed by City.
16. Nothing herein contained shall be held to limit or qualify the right of the City to a free and unobstructed use, occupation and control of the Facility and ingress and egress for itself, its Licensees and the public.
17. Representatives of the City shall have the right to enter upon and have access to all spaces occupied by the Concessionaire during the time events are in operation and all times when Concessionaire employees are present.
18. Concessionaire must provide printed menus approved by the City.
19. City will set rooms with sufficient tables and chairs for each Catered function. Concessionaire must provide and set linen, skirting and place settings on a timely basis and remove the same immediately following each Catered event.
20. The Concessionaire shall set up Equipment and Smallwares for all Foodservice events. Concessionaire shall be responsible for setting up and tearing down all portable Equipment, including any worktables, supplied by the City.
21. The use of table coverings other than cloth must be approved in advance by the City.
22. The location of all Foodservice areas, whether temporary, portable or permanent shall be designated by the City. The Concessionaire shall acquire no right to any

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location once assigned and the City reserves the right to require the Concessionaire to move such operations and Equipment to facilitate the needs of events.

### XIII. RECORD KEEPING AND ACCOUNTABILITY

1. Concessionaire shall maintain all accounting records for the Facility in a format approved by the City at the on-site office. The accounting records shall be available for audit by the City at any time throughout the term of the Agreement at the on-site office, and for five years following the term of the Agreement at the Concessionaire's main office.
2. Concessionaire shall use IBM compatible hardware, software and City-approved accounting software, for all Suite proposals, contracts, invoices, and all accounting functions.
3. Concessionaire shall submit, for City approval, in a format approved by the City, a budget for their operation, including Pre-Opening Expense, four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement. Concessionaire must notify City in advance of any income or expenditure of \$1,000 or more that exceeds the approved budget. Concessionaire may not expend any such excess moneys without City approval.
4. Concessionaire shall provide the City with a preliminary sales report by 10 a.m. on the day following each event. Concessionaire shall provide to the City, in a format directed by the City, a written summary of each event within 72 hours of that event, indicating, where appropriate, customer pricing, guarantees, sales by location, total inventory sales, total register sales and cash overages and shortages. Concessionaire shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.
5. Concessionaire shall maintain a separate commercial account in the City of San Antonio for all sales deposits. Cash shortages will be deducted from the Management Fee, when applicable, and may not be deducted in determining Commissions.
6. The City may elect to use credit and/or debit cards for Foodservice sales in the Facility. Concessionaire is responsible for supplying all necessary Equipment to handle such sales.
7. Automatic Teller Machines (ATM) may be placed in the Facility at the sole discretion of the City.
8. An independent certified audit of the Concessionaire's operation, by an accounting firm approved by the City, must be submitted no later than ninety (90) days after the end of each Agreement Year and charged as a Direct Operating Cost.
9. In the event the City is not satisfied with the statements submitted by the Concessionaire as provided for herein, the City shall have the right to make a special audit by auditors selected by the City, of the books and records required to be made and preserved, including all sales and expenses, by the

Concessionaire. If such audit shall show a deficiency in payments by the Concessionaire for any Accounting Period covered in excess of one percent (1%) of the amount thereof, the amount owed, the Late Fees from the date the error took place and the cost of the audit shall be paid by Concessionaire. Said amounts shall be paid promptly and in no case later than 15 days following written notification to Concessionaire from the City and shall not be absorbed as a Direct Operating Cost.

10. Concessionaire and the City shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs are required and to adjust the depreciation schedule accordingly.
11. Concessionaire shall maintain all sales tax licenses and operating permits necessary for the Foodservices.
12. Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, equipment, inventory or permits.

#### **XIV. SANITATION AND EQUIPMENT MAINTENANCE**

1. Concessionaire must, in accordance with all applicable laws, ordinances, rules and regulations, maintain, as a Direct Operating Cost, all assigned areas of the Facility in a clean, sanitary and orderly fashion. Such areas shall include the space within a 25 foot radius of each area, including, but not limited to, kitchens, cafeterias, concession stands, bars, buffets, pantries, vending areas, condiment stands, storage and prep areas.
2. Concessionaire must provide adequate pest control licensed by the state and approved by the City for each assigned area.
3. Concessionaire shall maintain all Equipment, Leasehold Improvements, uniforms and Smallwares in accordance with City approved standards.
4. Concessionaire shall maintain all Equipment, Leasehold Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear. Funds for these Repairs and Maintenance will come from the 1% Accrual Fund. Any funds necessary in excess of 1% will be treated as a Direct Operating Cost.
5. The City may require the use of their in-house maintenance staff for the repairs and maintenance, if it is in the City's best interest.
6. City shall be responsible for any replacements of Equipment or Leasehold Improvements required at the City's discretion. In order to fund these replacements, Concessionaire will establish a 1% Accrual Fund or additional Commission to be paid to the City

## XV. UTILITIES

1. The City shall pay for the usage of HVAC, electricity, gas, and water service for the Concessionaire's operation. Concessionaire will utilize prudent energy management.
2. The cost of telephone service shall be a Direct Operating Cost of the operation. It shall be billed to the Concessionaire through the master lease with Time Warner. In 2001, the expense to Aramark was approximately \$48,000. This amount is comprised of \$4,800 in long distance, \$24,960 in the phone system charges and \$18,240 in cable TV, which could be eliminated with the Spur's leaving the premises.
3. The Concessionaire will be responsible for bringing their trash and garbage from all Foodservice areas to the designated area outside of the Concession Stands, the dumpster or recycling areas. The City will pay for the removal of the dumpster and recyclables from the Facility.
4. The cost to repair or replace any utility service or lines due to Concessionaire's negligence shall be the Concessionaire's expense and not a Direct Operating Cost. Concessionaire's sewer lines shall be self-maintained by the Concessionaire and shall be maintained to the satisfaction of the City. Concessionaire shall take all precautionary measures necessary to assure that grease is not discharged into the sewers.
5. The Concessionaire is responsible for complying with all recycling rules, regulations and laws of the City and/or appropriate governmental bodies.
6. The City shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.
7. The City shall not be responsible for any goods, merchandise or Equipment stored at the Facility nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

## XVI. BONDS/INSURANCE/INDEMNIFICATION

1. Proposal Bond or Check: A proposal bond or certified check in the amount of \$25,000 made payable to City of San Antonio, Texas, shall be submitted with the Proposer's original proposal. A Proposer may demand the return of their bond or check any time after 180 days after the opening of proposals, unless Proposer has been notified of acceptance of their proposal. Proposal bonds or checks will be returned by mail within 48 hours after the City and a Concessionaire have executed an Agreement, and the performance bond and required certificates have been delivered to and approved by the City.
2. The bond or check of the successful Proposer shall be held until the delivery of the approved Agreement, required certificates and performance bond. In consideration for the City's agreement to consider the Proposer's proposal, the Proposer agrees that, in the event it withdraws its proposal from consideration after proposal due date, or refuses to enter into an Agreement containing the basic financial terms contained in the proposal that has been accepted by the City, the Proposer will be liable to the City for damages in the sum of \$25,000, which sum is set forth herein as liquidated damages. It being expressly understood between the City and Proposer that unwarranted withdrawal of proposal or refusal to perform shall damage the City in an undetermined amount and said liquidated damages amount is reasonable compensation for default. The bond or check shall be retained by the City, as liquidated damages, if the successful Proposer fails to execute the Agreement after the award.
3. Concessionaire shall not commence any work under the Agreement until they have obtained all of the prescribed insurance and bonds and such insurance and bonds have been approved by the City.
4. Performance Bond: The provisions of this paragraph shall survive the expiration or early termination of this Agreement. During the Agreement, Concessionaire shall maintain a performance bond in the amount of one hundred thousand dollars (\$100,000) payable to the City, in the event of default by the Concessionaire.
5. Required Insurance: Prior to the time Concessionaire is entitled to any right of access or use of the Alamodome pursuant to the provisions hereof, Concessionaire shall furnish an original completed Certificate(s) of Insurance to the Alamodome Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the Alamodome Department and the City Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

A Concessionaire's financial integrity is of interest to the City, therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by the City, Concessionaire shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Concessionaire's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Commercial General Liability Insurance (including contractual, products and liquor liability) and automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The insurance must protect the Concessionaire and City from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Concessionaire's services hereunder or from or out of any negligent act or omission of Concessionaire, its officers, directors, agents or employees. Limit requirements may be met by combining primary and excess/umbrella policies if necessary.

- a) Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by the Concessionaire on behalf of the City.
- b) Workers' Compensation Insurance as required by applicable law.
- c) Employer's Liability Insurance with minimum limits of \$1,000,000 per category.
- d) Personal Property Insurance providing All Risk Coverage for the appropriate limit to cover all Concessionaire's personal property to include furniture, fixtures, equipment, inventory and any other personal property of the Concessionaire.
- e) Umbrella or Excess Liability: Additional \$10,000,000. Coverage is to apply to excess of Comprehensive General, Employer's, Alcoholic Beverage and Automobile Liability policies.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon

either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Concessionaire shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

Concessionaire agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insured as respects operation and activities of, or on behalf of, the name insured performed under Agreement with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

Concessionaire shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio  
Alamodome Department  
100 Montana Street  
San Antonio, TX 78203

City of San Antonio  
City Clerk's Office  
PO Box 839966  
San Antonio, TX 78283-3966

If Concessionaire fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Concessionaire to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due, to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

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

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

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

## XVII. DEFAULT

1. The Agreement shall contain appropriate provisions defining events of default by the Concessionaire including, but not limited to, the following. In the event that the Concessionaire shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement to be performed, kept or observed, such as failing to pay the correct amount of moneys due the City, the City shall give the Concessionaire written notice of such default. In the event such default is not remedied or steps taken to the remedy default to the satisfaction and approval of the City within fifteen (15) days of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default and all of their rights under the Agreement may be terminated. At the direction of the City, the Concessionaire shall vacate the Facility and shall have no right to further operate under the Agreement.
2. In the event that the Concessionaire shall fail to correct any potentially hazardous condition, the City shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the City within twenty-four (24) hours of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default and all of their rights under the Agreement may be terminated.
3. Should the Concessionaire be placed into bankruptcy either voluntarily or by the courts or should the Concessionaire become financially insolvent and unable to perform its duties under the Agreement, the City may immediately place the Concessionaire in default, terminate the Agreement, and assume the Foodservice operation of the Facility under the Agreement.
4. Should the Concessionaire fail to obtain or maintain the necessary licenses and permits, including the Alcoholic Beverage Licenses, the City may place the Concessionaire in default and may terminate all of their rights under the Agreement.
5. The City may terminate this Agreement if the Concessionaire allows a lien to be placed on the Facility for any work approved by or administered by the Concessionaire.
6. The City shall retain the right to terminate the Agreement if the City is generally dissatisfied regarding Concessionaire's uncured performance or unsatisfactory product and/or service quality, based on customer surveys. Concessionaire must maintain a quality rating of 80% good or better in these customer surveys.
7. The City shall retain the right to terminate the Agreement if the Concessionaire repeatedly fails to work cooperatively with the City or its Licensees and/or sub contractors.

8. Any termination of the Agreement is subject to the buyout provision of the Concessionaire's City-approved investment, as set forth in Article VI, Paragraph 7, however Pre-opening Expenses are not subject to any buyout.

**EXHIBIT A**  
**PROPOSAL CHECKLIST**

<b>Requirement</b>	<b>Check if Included</b>	<b>Proposers Initials</b>
<b>Exhibit A:</b>		
<b>Proposal Bond:</b>		
<b>Completed Exhibits B, C, D and E:</b> Submit hard copy in all proposals and hard copy and disk inside the Consultant's proposal. Disk provided at proposal meeting		
<b>Completed Exhibit I:</b>		
<b>Completed Exhibit J:</b>		
<b>Completed Exhibit K:</b>		
<b>List of Clients:</b>		
<b>Financial Statement:</b>		
<b>Organizational Plan:</b>		
<b>Resumes:</b>		
<b>Staffing Charts:</b>		
<b>Payroll Expense:</b>		
<b>Menus:</b>		
<b>Branded Products:</b>		
<b>Sponsorship Assistance:</b>		
<b>Training Programs:</b>		
<b>List of Corporate Officers:</b>		
<b>Event Information Recaps:</b>		
<b>Creative Design Concepts:</b>		
<b>Business Form of Proposer:</b>		

<b>Business Address:</b>		
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**EXHIBIT B**

**FINANCIAL PROPOSAL FORM**

I, \_\_\_\_\_ (print name), authorized representative of \_\_\_\_\_ (print name of Proposer) have read and understood the terms and conditions of this request for proposal, \_\_\_\_\_ (have/have not) attended the pre-proposal meeting, have received addenda \_\_\_\_\_ (fill in addendum numbers), have made all necessary inspections of the proposed Facility, agree to abide by all terms of this RFP and our attached proposal and agree to assume operations by May 15, 2003.

**Financial Proposal**

Concessionaire shall earn the following Management Fee and Incentive and invest the following amount in accordance with their proposal submitted herewith.

Commission Agreement		Management Fee/Profit Split	
Category	Rate	Category	Rate
Catering	%	Management Fee	%
Concessions	%	Profit Split	%
Restaurant	%		
Suites	%		
Replacement Accrual Fund	1%	Replacement Accrual Fund	1%
Repair & Maintenance Accrual Fund	1%	Repair & Maintenance Accrual Fund	1%
Capital Investment	\$	Capital Investment	\$

*Alamodome Request for Proposals*

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Signatory's Title \_\_\_\_\_

Proposer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Corporation     Partnership     Joint Venture     Sole Proprietorship

Incorporated in the State of \_\_\_\_\_ .

Currently licensed to do business in the State of Texas.     Yes     No

11-digit Comptroller's Taxpayer Number \_\_\_\_\_

**EXHIBIT C**

**PROPOSAL FORM**

**PROJECTED EVENTS, ATTENDANCE AND SALES**

**INSERT SPREADSHEET**

**EXHIBIT D**  
**PROPOSAL FORM**  
**OPERATING PROFORMA**  
**INSERT SPREADSHEET**

**EXHIBIT E**  
**PROPOSAL FORM**  
**CAPITAL INVESTMENT**  
**INSERT SPREADSHEET**

**EXHIBIT F**  
**HISTORIC FINANCIAL DATA**  
**INSERT SPREADSHEET**

Date	Caterer	Event	Net Sales	Comm. %	Commission Amount
1/15/2000	Catering by Nick	Monster Truck/Sonia Anderson	\$669.03	15.5%	\$103.70
1/22/2000	Catering by Nick	Spurs vs. Knicks/NBC Sports	\$2,869.03	15.5%	\$444.70
2/11/2000	Catering by Nick	I.N.R./Mary Meng	\$210.00	15.5%	\$32.55
2/14/2000	Catering by Nick	C.O.S.A./Elvia Medrano	\$60.00	15.5%	\$9.30
2/19/2000	Catering by Nick	Raba Kistner Consultants, Inc.	\$521.23	15.5%	\$80.79
3/3/2000	Don Strange Catering	Hall of Fame Induction Ceremony	\$19,496.00	15.5%	\$3,021.88
3/3/2000	Don Strange Catering	Hall of Fame Induction Ceremony	\$6,667.70	29.5%	\$1,966.97
3/4/2000	Catering by Nick	Spurs vs. Kings/NBC Sports	\$2,909.03	15.5%	\$450.90
3/7/2000	Catering by Nick	TTMA	\$7,079.98	15.5%	\$1,097.40
3/7/2000	Catering by Nick	TTMA	\$495.59	29%	\$143.72
3/7/2000	Catering by Nick	TTMA/S.A.W.S.	\$1,130.00	15.5%	\$175.15
3/9/2000	Catering by Nick	S.A.I.S.D./Diane Acosta	\$637.87	15.5%	\$98.87
3/18/2000	Catering by Nick	Promise Keepers/Duke Jonietz	\$2,520.71	15.5%	\$390.71
3/30/2000	Catering by Nick	First Baptist General/Judy Samson	\$75.03	15.5%	\$11.63
4/1/2000	Catering by Nick	KTFM Spring Jam - Comm. Waived	\$5,374.75	0%	\$0.00
4/15/2000	Catering by Nick	Spurs vs. Jazz/NBC Sports	\$2,784.52	15.5%	\$431.60
4/22/2000	Catering by Nick	Spurs vs. Suns/NBC Sports	\$3,332.52	15.5%	\$516.54
5/25/2000	Catering by Nick	Salvation Army/Nancy Bass	\$250.00	15.5%	\$38.75
6/1/2000	Catering by Nick	N'Sync/Rae Anne Campellone	\$435.03	15.5%	\$67.43
6/1/2000	Catering by Nick	N'Sync/Rae Anne Campellone	\$250.00	29%	\$72.50
6/12/2000	Catering by Nick	C.O.S.A./Cindy Lacy	\$295.03	15.5%	\$45.73
7/7/2000	Catering by Nick	Rotary International/J. McPherson	\$101.23	15.5%	\$15.69
7/20/2000	Catering by Nick	Britney Spears/S. Trapanese	\$395.48	15.5%	\$61.30
7/22/2000	Catering by Nick	Bill Corcoran	\$700.00	15.5%	\$108.50
7/23/2000	Catering by Nick	Drum Core International	\$2,580.39	15.5%	\$399.96
8/13/2000	Catering by Nick	Go Lo Show	\$1,401.23	15.5%	\$217.19
9/2/2000	Catering by Nick	HEB TX Football Classic	\$5,989.36	15.5%	\$928.35
9/25/2000	Catering by Nick	Fire Marshall/Elle Tingle	\$832.52	15.5%	\$129.04
9/29/2000	Plaza San Antonio	House Beautiful Show	\$150.00	15.5%	\$23.25
9/29/2000	Plaza San Antonio	House Beautiful Show	\$50.00	30%	\$15.00
10/7/2000	Catering by Nick	Bands of America	\$1,420.65	15.5%	\$220.20
10/11/2000	Plaza San Antonio	United Way of SA	\$20,928.00	15.5%	\$3,243.84
10/14/2000	Don Strange Catering	Spurs vs. Rockets (Pre-Season)	\$2,150.00	15.5%	\$333.25
10/14/2000	Don Strange Catering	Spurs vs. Rockets (Pre-Season)	\$500.00	29.5%	\$147.50
10/14/2000	Catering by Nick	Fannie Mae Foundation	\$1,540.78	15.5%	\$238.82
10/28/2000	Catering by Nick	Alamo City Classic/TSU vs. GSU	\$499.40	15.5%	\$77.41
11/3/2000	Catering by Nick	C..O.S.A./Finance	\$628.00	15.5%	\$97.34
11/3/2000	Catering by Nick	C..O.S.A.	\$697.50	15.5%	\$108.11
11/16/2000	Catering by Nick	C.O.S.A./International Affairs	\$9,340.00	15.5%	\$1,447.70
11/17/2000	Catering by Nick	C.O.S.A./International Affairs	\$3,960.00	15.5%	\$613.80
12/1/2000	Catering by Nick	Barney's Musical Castle	\$4,531.86	15.5%	\$702.44
12/1/2000	Catering by Nick	Barney's Musical Castle	\$3,511.50	15.5%	\$544.28
12/30/2000	Catering by Nick	Alamobowl	\$1,875.37	15.5%	\$290.69
12/30/2000	Plaza San Antonio	Alamobowl Offices	\$3,888.00	15.5%	\$602.64
10/9-12/00	Catering by Nick	Morning Pride	\$1,726.50	15.5%	\$267.61
6/22-24/00	Catering by Nick	Baptist Youth Gathering	\$5,682.78	15.5%	\$880.83
7/11-12/00	Catering by Nick	American Rental Assoc.	\$10,675.25	15.5%	\$1,654.67
8/28-30/00	Catering by Nick	Martin Uniforms	\$3,204.32	15.5%	\$496.67
9/7-9/00	Catering by Nick	Focus on the Family	\$5,804.13	15.5%	\$899.64
<b>2000</b>	<b>TOTAL CATERING</b>		<b>\$152,827.30</b>		<b>\$23,966.55</b>

**EXHIBIT G**

**CONCESSION FIXED ASSETS**

Astro pop warmer	Gold Medal Products	40	Just a warmer, not a maker
Beer tower	Perlick	91	Beer tap dispenser
Beverage Air Oven	Piedmont Line	99	Refrigerator (blue stainless steel)
Cabinet file		5	
Can rack	New Age Industrial	2	
Cash register terminal	Concession Masters by DiAn	13	No cash box, just a terminal
Chair		15	Wooden frame w/cloth seat
Cotton Candy floss machine	Gold Medal Products	2	
Counter money	Cummins/Brandt	2	
Deli dispenser case	Randell	2	
Dry rack 4 drawer	New Age Industrial	27	For drying pots and pans
Dryer	Unisport	2	
Electric can opener	Edlund	5	Handheld
Food warmer table top	Wyott	11	Nacho cheese warmer
Food warmer W3	Wyott	1	
Freezer 35x55	McCall	23	
Fry system	Keating	16	
Griddle stand	Victory	18	keep buns warm
Griddle 28x48	Vulcan	19	Electric grill/sits on top of griddle stand
Hose reel clean system	T&S Brass & Bronze Works	6	
Hot dog food display grsds	Hatco	36	
Hot vending box	Witco Food service	20	Sterno for hotdog vendors on floor
Ice bin Follet mod. 1560-60	Follet	38	Each ice maker should have ice bin
Ice bin Manhardt	Manhardt	6	Hold ice for ice maker
Ice machine Hash DCM 24	Hoshizaki	1	
Ice machine, Hoshizaki	Hoshizaki	41	Ice maker
Ice machine, Ice Craft	Ice Craft	19	Ice maker
Keg rack 3'x54"	New Age Industrial	26	Holds beer kegs
Keg rack 3x6	New Age Industrial	5	Holds beer kegs
Margarita machine	Taylor	6	
Meat Slicer	Hobart	2	
Menu ad panels 126 ea.	Posterloid	1	
Pizza display oven Hatco	Hatco	27	Keeps pizza's & sandwiches warm
Pizza oven	Impinger	25	
POS terminal	Concession Masters by DI-AN	6	
Range oven	Lang	2	
Refrigerator mod. 75R	McCall	2	
Refrigerator under counter	Randell	34	
Roller grills	Wyott	62	
Shelf for oven sink	New Age Industrial	1	
Shelving 2x6	New Age Industrial	4	

Alamodome Request for Proposals

Shelving 30x96	New Age Industrial	4	
Soft serve ice cream	Taylor	6	
Storage unit	HON	1	
Table square	New Age Industrial	3	
Table SS 30x48	New Age Industrial	11	
Table SS 30x70	New Age Industrial	10	
Table SS 30x72	New Age Industrial	7	
Table SS 30x84	New Age Industrial	4	
Table SS w/black	New Age Industrial	26	
Three (3) compartment sink	Advance Food Service Equip.	37	
Ventahood Casteel 22 ft	Ansul	1	
Ventahood fire system	Ansul	28	
Ventahood system	Ansul	28	
Walk in cooler 10' x 8" x 7'	U.S. Cooler	4	
Walk in cooler 12'8" x 8'8"	U.S. Cooler	15	
Walk in cooler 12x9	U.S. Cooler	10	
Walk in cooler 20x20 com	U.S. Cooler	2	
Wash machine	Huebsch Originators	2	
Wunder bar liquor system	Wunderbar	2	Liquor dispenser

<b>Description</b>	<b>City Tag #</b>
<i>Field Level</i>	
Reception Desk and Work Station	769734
Chair – Guest	769737
Chair – Guest	769738
Chair – Guest	769739
Chair – Guest	769740
Round Table	769741
Conference Chair	769742
Desk w/Drawer	769743
Credenza	769744
Box File and Work Station	769745
Chair	769754
Chair	769755
Desk w/Drawer	769756
Desk – Credenza	769757
File - 5 Drawer	769760
Desk w/Drawer	769761
Chair	769771
Conference Chair	769774
Conference Chair	769775
Conference Chair	769776
Conference Chair	769777

Alamodome Request for Proposals

Conference Chair	769778
Conference Chair	769786
Chair	769788
Chair	769789
Chair	769790
Chair	769791
Table - Wooden 42"	769792
Credenza	769793
File - 4 Drawer	769795
File - 2 Drawer	769797
Computer and Work Station	769799
Copier	769800
Fax Machine	769801
Money Counter	769803
Money Counter	769804
Money Counter	769805
Conference Chair	771019
Conference Chair	771020
Conference Chair	771021
Lounge Chair	771022
Lounge Chair	771023
End Table	771024
Chair - Swivel/Tilt	771025
File - 4 Drawer	771154
Chair	771177
Chair - Swivel/Tilt	771178
Cab - 5 Drawer PR99084	763703
<i>Club Level</i>	
Toshiba Copier	724556
Guest Chair	769735
Guest Chair	769736
File - 5 Drawer	769748
File - 5 Drawer	769749
Storage Cabinet - 5 Drawer	769750
Storage Unit	769751
Chair	769752
Chair	769753
Chair	769758
Square Table	769766
Chair	769768
Chair	769769
Chair	769770
Chair	769787

*Alamodome Request for Proposals*

Chair	769794
Steel Drawer File Cabinet	771001
File Storage Cabinet	771005
Chair	771014
Chair	771015
Chair	771016
File Storage Cabinet	771172
Steel Drawer File Cabinet	771173
Chair	771179
Chair	771180
Chair	771181
Chair	771182
Desk Steel w/Credenza	779746
Desk Steel w/Credenza	779747
Copier	770356
Fax Machine	770357

**EXHIBIT H**  
**2002 MENUS**

<b>Concession Menu</b>	<b>Retail Price</b>
Chicken Fillet Sandwich w/Crinkle Cut Fries	\$4.75
Boneless Hot Wings	\$4.75
Hot Dog w/Chili	\$4.00
Hot Dog, Footlong	\$4.25
Hot Dog, Deluxe	\$5.25
Hot Dog, Jumbo	\$3.50
Hot Dog, Small	\$3.00
Kid's Meal	\$4.25
Pizza Hut Cheese Pizza	\$5.00
Pizza Hut Pepperoni Pizza	\$5.00
Pizza Hut Supreme Pizza	\$5.00
Pizza Hut Hot Wings	\$5.00
Pizza Hut Bread Sticks	\$5.00
Deluxe Chalupas	\$3.75
Sausage, Jalapeno	\$3.75
Sausage, Polish	\$3.75
Subway, Club Sub	\$4.00
Subway, Ham Sub	\$3.75
Subway, Turkey Sub	\$3.75
Whataburger Hamburger	\$4.00
Whataburger Cheeseburger	\$4.50
Whataburger Double Meat Burger	\$5.75
Whataburger Grilled Chicken	\$4.75
<b>Snacks</b>	
Blooming Onion	\$5.50
Candy, Nestle Crunch	\$2.50
Candy, Butterfinger Minis	\$2.50
Chips	\$2.00
French Fries	\$2.75 & \$4.75
Popcorn	\$3.00
Large Popcorn	\$3.75

<b>Concession Menu</b>	<b>Retail Price</b>
Jumbo Popcorn	\$4.75
Nachos	\$4.50
Pickles	\$1.75
Pretzels	\$2.75
Salted Peanuts	\$4.00
<b>Beverages</b>	
32 oz. Soda	\$4.25
22 oz. Soda	\$3.25
20 oz. Coke	\$3.50
20 oz. Diet Coke	\$3.50
20 oz. Dr. Pepper	\$3.50
20 oz. Sprite	\$3.50
16 oz. Soda	\$2.50
20 oz. Water	\$3.50
24 oz. Beer	\$5.50
16 oz. Beer	\$4.50
Domestic 12 oz.	\$5.00
Premium 12 oz.	\$4.75
16 oz. Plastic Beer	\$5.25
Wine	\$5.25
Wine Cooler	\$5.00
Margarita 14 oz.	\$6.50
Margarita 18 oz. Bone	\$9.50
<b>Ice Cream</b>	
Butterfinger Bar	\$3.00
Crunch Bar	\$3.00
Push Ups	\$2.00
Ice Cream Sandwich	\$2.00
Ice Cream Cone	\$3.00
Ice Cream Sundae	\$3.50
Cotton Candy	\$3.00

**EXHIBIT I**  
**GOOD FAITH EFFORT PLAN**  
**SBEDA FORM 117C**

**NAME OF COMPANY:** \_\_\_\_\_

**PROJECT NAME:** Alamodome Concessions

1. Indicate all MBE-WBE-AABE contract areas, actual or anticipated. (Use additional sheets as needed.)

COMPANY NAME & BUSINESS AREA	POS AMOUNT	SBE (Y/N)	MBE-WBE-AABE CERTIFICATION NUMBER

**II. Catering Services**

COMPANY NAME & BUSINESS AREA	Estimated Dollar AMOUNT	SBE (Y/N)	MBE-WBE-AABE CERTIFICATION NUMBER

**NOTE: If MBE-WBE-AABE contracting goals were met, skip to #9.**

*Alamodome Request for Proposals*

2. If MBE-WBE-AABE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other business associations solicited for MBE-WBE-AABE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE's

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE's.

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7. List all MBE-WBE-AABE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of company's MBE-WBE-AABE policy.

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

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10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE                      PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:    Approval \_\_\_\_\_

Denial \_\_\_\_\_

Action Taken:        Approved \_\_\_\_\_

Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT



Alamodome Request for Proposals

NAME OF BUSINESS ENTITY	TYPE OF ECONOMIC INTEREST

**(F) THE NAME OF ANY BUSINESS WHICH THE REPORTING PARTY KNOWS IS A PARTNER, OR A PARENT OR SUBSIDIARY BUSINESS ENTITY, OF A BUSINESS ENTITY OWNED, OPERATED, OR MANAGED BY THE REPORTING PARTY OR HIS OR HER SPOUSE:**

NAME OF BUSINESS	PARTNER OR A PARENT OR SUBSIDIARY	REPORTING PARTY OR HIS OR HER SPOUSE

**(G) THE NAME OF ANY PERSON OR BUSINESS ENTITY FROM WHOM THE REPORTING PARTY OR HIS OR HER SPOUSE, DIRECTLY OR INDIRECTLY:**

**(1) HAS RECEIVED AND NOT REJECTED AN UNSOLICITED OFFER OF SUBSEQUENT EMPLOYMENT:**

FROM WHOM OFFERED	BY WHOM RECEIVED

or

**(2) has accepted an offer of subsequent employment which is binding or expected by the parties to be carried out:**

FROM WHOM OFFERED	BY WHOM ACCEPTED

**(H) the name of each nonprofit entity or business entity in which the reporting party serves as an officer or director, or in any other policy making position:**

NAME OF NONPROFIT ENTITY OR BUSINESS ENTITY	TITLE OF POLICY MAKING POSITION

**(I) THE NAME OF EACH BUSINESS ENTITY WHICH HAS SOUGHT CITY BUSINESS, HAS A CURRENT CITY CONTRACT OR ANTICIPATES SEEKING CITY BUSINESS IN WHICH ANY INDIVIDUAL LISTED IN (A) OR (B) IS KNOWN TO DIRECTLY OR INDIRECTLY OWN:**

**(1) TEN (10) PERCENT OR MORE OF THE VOTING STOCK OR SHARES OF THE BUSINESS ENTITY:**

NAME OF BUSINESS ENTITY	SOUGHT/HAS CONTRACT	BY WHOM OWNED

OR

**(2) TEN (10) PERCENT OR MORE OF THE FAIR MARKET VALUE OF THE BUSINESS ENTITY:**

NAME OF BUSINESS ENTITY	SOUGHT/HAS CONTRACT	BY WHOM OWNED

**(J) THE NAME OF ANY BUSINESS ENTITY OF WHICH ANY INDIVIDUAL OR ENTITY DISCLOSED UNDER (A) OR (I) IS KNOWN TO BE (1) A SUBCONTRACTOR ON A CITY CONTRACT; (2) A PARTNER; OR (3) A PARENT OR SUBSIDIARY BUSINESS ENTITY:**

NAME OF BUSINESS ENTITY	SUBCONTRACTOR/PARTNER/PARENT	OWNER

**(K) THE NAME OF EACH SOURCE OF INCOME, OTHER THAN DIVIDENDS OR INTEREST, AMOUNTING TO MORE THAN FIVE THOUSAND DOLLARS (\$5000) RECEIVED DURING THE REPORTING PERIOD BY THE REPORTING PARTY OR HIS OR HER SPOUSE, UNLESS THAT SOURCE HAS BEEN DISCLOSED UNDER (A) THROUGH (J):**

NAME OF SOURCE OF INCOME RECEIVED BY REPORTING PARTY	NAME OF SOURCE OF INCOME RECEIVED BY REPORTING PARTY'S SPOUSE

**(L) THE IDENTIFICATION BY STREET ADDRESS, OR LEGAL OR LOT-AND-BLOCK DESCRIPTION, OF ALL REAL PROPERTY\* LOCATED IN THE STATE OF TEXAS IN WHICH THE REPORTING PARTY OR HIS OR HER SPOUSE HAS A LEASEHOLD INTEREST, A CONTRACTUAL RIGHT TO PURCHASE, OR AN INTEREST AS: FEE SIMPLE OWNER; BENEFICIAL OWNER; PARTNERSHIP OWNER; JOINT OWNER WITH AN INDIVIDUAL OR CORPORATION; OR OWNER OF MORE THAN TWENTY-FIVE (25) PERCENT OF A CORPORATION THAT HAS TITLE TO REAL PROPERTY.**

\*THERE IS NO REQUIREMENT TO LIST ANY PROPERTY:

- (1) USED AS A PERSONAL RESIDENCE OF A PEACE OFFICER;
- (2) OVER WHICH THE REPORTING PARTY HAS NO DECISION POWER CONCERNING ACQUISITIONS OR SALE; OR
- (3) HELD THROUGH A REAL ESTATE INVESTMENT TRUST, MUTUAL FUND, OR SIMILAR ENTITY, UNLESS THE REPORTING PARTY OR HIS OR HER SPOUSE PARTICIPATES IN THE MANAGEMENT THEREOF;

IDENTIFICATION BY STREET ADDRESS, OR LEGAL OR LOT-AND-BLOCK DESCRIPTION	TYPE INTEREST/RIGHT/OWNERSHIP

\*ATTACH ADDITIONAL SHEETS IF NECESSARY.

**(M) THE NAME OF PERSONS OR ENTITIES TO WHOM THE REPORTING PARTY OR SPOUSE OWES AN UNSECURED DEBT OF MORE THAN FIVE THOUSAND DOLLARS (\$5,000.00). DO NOT INCLUDE DEBTS FOR:**

- (1) MONEY BORROWED FROM A FAMILY MEMBER FROM HIS OR HER OWN RESOURCES; AND**
- (2) revolving charge accounts.**

NAME OF PERSON OR ENTITIY TO WHOM OWED	AMOUNT

**(N) The name of each person, business entity, or other organization from whom the reporting party, or his or her spouse, received a gift with an estimated fair market value in excess of one hundred dollars (\$100) during the reporting period and the estimated fair market value of each gift\*.**

Gift. "Gift" means a voluntary transfer of property (including the payment of money) or the conferral of a benefit having pecuniary value (such as the rendition of services or the forbearance of collection on a debt), unless consideration of equal or greater value is received by the donor.

**EXCLUDED FROM THIS REQUIREMENT ARE:**

- (1) LAWFUL CAMPAIGN CONTRIBUTIONS WHICH ARE REPORTED AS REQUIRED BY STATE STATUTE;
- (2) GIFTS RECEIVED FROM FAMILY MEMBERS WITHIN THE SECOND DEGREE OF AFFINITY OR CONSANGUINITY;
- (3) GIFTS RECEIVED AMONG AND BETWEEN FELLOW CITY EMPLOYEES AND CITY OFFICIALS; AND
- (4) admission to events in which the reporting party participated in connection with official duties.

NAME OF EACH PERSON, BUSINESS ENTITY, OR OTHER ORGANIZATION	ESTIMATED FAIR MARKET VALUE

\*ATTACH ADDITIONAL SHEETS, IF NECESSARY.

ADDITIONAL SHEETS  HAVE,  HAVE NOT BEEN ATTACHED TO THIS REPORT.

**OATH**

I swear or affirm that the statements contained in this Financial Disclosure Report (including any accompanying supplements) to the best of my knowledge and belief are true, correct, and complete.

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL COMPLETING  
REPORT

SWORN TO AND SUBSCRIBED BEFORE ME BY

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL COMPLETING REPORT

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200 \_\_\_\_, TO CERTIFY WHICH,  
WITNESS MY HAND AND SEAL.

\_\_\_\_\_  
SEAL OF THE NOTARY PUBLIC

\_\_\_\_\_  
SIGNATURE OF THE NOTARY PUBLIC

## EXHIBIT K

### City of San Antonio

#### Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

#### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

(2) the identity of any **business entity**<sup>3</sup> that would be a party to the discretionary contract:  
\_\_\_\_\_ and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

<sup>3</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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**Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>4</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
	<b>Company:</b>	

<sup>4</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

*Alamodome Request for Proposals*

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<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.



## ADDENDUM NO. 01

REFERENCE: Request for Proposal for the City of San Antonio, Alamodome Food, Beverage, Catering and Merchandise Services.

DATE: November 5, 2002

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City of San Antonio

Alamodome Department

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TO: All Proposers for the above referenced Request for Proposal.

This Addendum forms a part of the Request for Proposal and is an official written part of the RFP and must be acknowledged by number in the proposers written proposal Exhibit B. This addendum modifies and supplements the Request for Proposal as follows for the above referenced project. All other provisions of the Documents remain unchanged. All addendum information will be posted on the [www.sanantonio.gov](http://www.sanantonio.gov) website.

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### MODIFICATION AND SUPPLEMENTS TO THE REQUEST FOR PROPOSAL

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**ITEM NO. 1: GENERAL INFORMATION:**

Maps showing the seating count and concourse layouts indicating the location of each concession stand on the Field, Plaza, Club and Upper Level Concourses will be mailed to all pre-proposal attendees.

**ITEM NO. 2: GENERAL INFORMATION**

The following questions and answers were received during the October 29, 2002 mandatory proposal meeting held at the Alamodome, San Antonio, Texas. The questions are listed first and the answer are in bold.

Brian Strange  
Don Strange of Texas

*Why is the City of San Antonio (COSA) proposing to contract directly with one provider of concessions and catering rather than with multiple caterers?*

**With the Spurs leaving the total volume of business isn't what it was in the facility. The COSA is interested in simplifying the administration of its contracts while expanding the opportunities for caterers to work directly with the successful proposer. It is now more important to bring everything under one umbrella.**

ADDENDUM NO. 1  
ITEM NO. 2 CONTINUED  
Page 2  
November 4, 2002

Chuck Rogers  
Aramark

*Regarding RFP page 19, Chapter V, Item 8, how many clients do you want identified?*

**There is no minimum number of clients being sought. Provide a list of all clients similar to the Alamodome that you have served or are serving within the past five years.**

*There is no minimum number you want benchmarked?*  
**No, but don't limit yourself.**

Lisa Biediger  
City Attorney II:

**Want to remind you again that oral answers to questions do not change the RFP. Written Addendum's are the only thing that changes the RFP.**

Wayne Tolleson  
Volume Services America

*Regarding RFP page 37, Chapter XIII, Item 5, can you describe further the requirement?*

**The successful proposer shall be required to use a local bank for all sales deposits. In that the successful proposer will be selected to manage transactions, he shall be responsible and liable for all shortages. Shortages are not deducted from your commissions. COSA is hiring you as professional manager to control shortages. Shortages will either come out of your fee or you will pay commissions on the shortages even though you did not collect.**

Mark King  
Culinaire International

*Regarding Exhibit C, how definite are the projected events for 2003/2004?*

**With the exception of concerts, all identified events are confirmed. Some events are also looking to expand.**

Wayne Tolleson  
Volume Services America

*Is there a contract between Clear Channel Communications and the Alamodome?*

**Yes, for motor sports only through 2005. The Alamodome also has a contract with Feld Entertainment through 2005 for the Disney on Ice and Ringling Brothers and Barnum & Bailey Circus.**

Mark King  
Culinaire International

*Is there an agreement between the SBC Arena and the Alamodome regarding events and booking?*

**No.**

Chris Bigelow  
Bigelow Companies

*Do we know what is going to happen with Freeman Coliseum?*

**No.**

Bruce Martin  
Department of Asset Management

*Form 117C, pg. 23 of RFP, on the form it asks for company name then business area...what are you looking for in business area?*

**Examples for business area would be hawking, concession stand selling beer. Section 1 on that page is specific to concessions and Section II on that page is specific to catering.**

ADDENDUM NO. 1  
ITEM NO. 2 CONTINUED  
Page 3  
November 4, 2002

**Reference the RFP on pg. 17, Points of Sale numbers; numbers stated in RFP are accurate numbers.**

Bruce Martin

Department of Asset Management

*How does a proposer identify its local presence to get credit during the evaluation phase?*

**The Economic Development Department will collect this information following receipt of proposals.**

John Stevens

Sodexho

*Will a non-local minority partner that we may already do business with help us gain points during the evaluation of proposals?*

**No, unless that business can document that they have already been in the local market for 1 year. That may include documentation of their bidding in this market place.**

Mark King

Culinaire International

*To meet SBEDA goals, the only criteria that will satisfy in the business entity is a subcontractor itself, not that you purchase product?*

**Yes that is an accurate statement.**

Mark Williams

Aramark

*Define branch office.*

**For a branch office of a non-headquartered business to qualify as a Local Business Enterprise, the branch office must be located in Bexar County for at least one year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least 25% of the entire company workforce for use at the local branch office. See page 13, Chapter IV, Item C of the RFP.**

Michael Abington

Alamodome Director

*Please clarify once again how proposers may obtain the names of companies who are certified.*

**The South Central Texas Regional Certification Agency Directory may be obtained by submitting a request to Grace Luna or Courtney McClure, Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, TX 78283-3966. Fax 210-207-3909.**

Mark King

Culinaire International

*How are suites at the Alamodome leased?*

**Leasing suites at the Alamodome was formerly a revenue generating entity that was controlled by the Spurs. On their departure the COSA and Alamodome staff are establishing event by event leasing criteria.**

Nick Garza

Catering by Nick

*What is the future for marketing, advertising and promoting the Alamodome?*

**A full-time Marketing Manager has recently been added to the Alamodome staff. The Booking Manger and all staff are working very hard at putting events into the building. With increased competition from Verizon Wireless Amphitheater and the new SBC Center, concerts will be difficult to book except for stadium concert tours. We are working closely with the Convention and Visitors Bureau to get city wide events, large conventions, tradeshow, etc that now have the benefit of contiguous dates with the Spurs departure.**

Chris Bigelow  
 Bigelow Companies

*Are there currently any advertising commitments or product guarantees?*

**No. Again with the departure of the Spurs, the COSA and Alamodome staff are wide open to develop product rights and exclusivities that would go along with packages.**

Wayne Tolleson  
 Volume Services America

*What are the Alamodome's pricing plans?*

**Typically over the years, the Alamodome staff has agreed on pricing structures within the building that are competitively priced for the market and for comparably sized facilities.**

Mark King  
 Culinaire International

*What is the condition of the concessionaire's point of sale equipment (cash registers) on Plaza Level and Upper Deck?*

**When the successful proposer takes over in May the equipment will be operational. This applies only in permanent stands not in portables and not on Club Level (the DIAN system is not used on club level). An updated equipment list will be posted by future Addendum.**

Nick Garza  
 Catering by Nick

*Is it up to the successful proposer to decide how to utilize the "Top of the Dome"?*

**Yes, it would be a collaborative effort between the Alamodome and concessionaire as to its use. Any idea to turn into a revenue producer on non-event days will be taken into consideration.**

**ITEM NO. 3: GENERAL INFORMATION**

The list below is all companies that attended the October 29, 2002 pre-proposal meeting and acknowledged the sign-in list.

Attendance Sheet

COMPANY NAME	CONTACT PERSON	MAILING ADDRESS	PHONE # & FAX #	E-MAIL
Volume Services America	Wayne Tolleson	201 E. Broadstreet Spartanburg, SC 29306	864-598-8652 (p) 864-698-8695 (f)	wayne.tolleson@volserv.com
Aramark	Chuck Rogers	5805 Northcrest Dr. Flowermound, TX 75028	972-539-2013 (p) 972-355-0561 (f)	rogers-charles@aramark.com
Diamond Concessions of TX, Inc.	Dan Beaulieu	3200 S. Decker Lake Dr. West Valley City, UT 84119	801-988-2001 (p) 801-988-2100 (f)	dbeaulieu@theecenter.com
Sportservice	Mike Tully	40 Fountain Plaza 11 <sup>th</sup> . Floor Buffalo, NY 14202	708-784-9596 (p) 708-246-2946 (f)	mtully@dncinc.com
Levy Restaurants	Mike Tueros	One SBC Center Parkway San Antonio, TX 78219	210-444-5900 (p) 210-444-5915 (f)	mtueros@levyrestaurants.com
Catering by Nick	Nick Garza	1715 N. Trinity San Antonio, TX 78201	210-737-0000 (p) 210-737-0065 (f)	info@cateringbynick.com
Allen Tharp	Herbert H. Hill	333 Valley-Hi Drive, Suite 2106 San Antonio, TX 78227	210-674-4347 (p) 210-674-4440 (f)	m.j.boyer@concentric.net

ADDENDUM NO. 1  
 ITEM NO. 3 CONTINUED  
 Page 5  
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Texas Finest	Roland Huerta	4010 Laura Lane #156 San Antonio, TX 78219	210-666-5638 (p) 210-508-5984 (f)	txfine@swbell.net
River City Merchandising	Wally Harding	P.O. Box 33835 San Antonio, TX 78265	210-654-4447 (p) 210-650-5353 (f)	wallyrcm@aol.com
Sodexho	John Stevens	607 Ladin Lane Austin, TX 78734	512-261-0753 (p) 512-261-0732 (f)	jstevens@sodexhousa.com
Culinaire International	Mark King	2121 San Jacinto St. Suite 3100 Dallas, TX 75201	214-754-1884 (p) 214-754-1891 (f)	mking@culinaireintl.com
Gametime Food & Beverage	Steve Blumenthal	355 West Dundee Road Suite 107 Buffalo Grove, IL 60089		blumenthalsjb@aol.com
Don Strange of Texas	Brian Strange	1551 Bandera Rd. San Antonio, TX 78228	210-434-2331 (p) 210-3434-5300 (f)	bsstrange@earthlink.net

END OF ADDENDUM #1



## ADDENDUM NO. 02

REFERENCE: Request for Proposal for the City of San Antonio, Alamodome Food, Beverage, Catering and Merchandise Services.

DATE: November 14, 2002

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City of San Antonio

Alamodome Department

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TO: All Proposers for the above referenced Request for Proposal.

This Addendum forms a part of the Request for Proposal and is an official written part of the RFP and must be acknowledged by number in the proposers written proposal Exhibit B. This addendum modifies and supplements the Request for Proposal as follows for the above referenced project. All other provisions of the Documents remain unchanged. All addendum information will be posted on the [www.sanantonio.gov](http://www.sanantonio.gov) website.

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### MODIFICATION AND SUPPLEMENTS TO THE REQUEST FOR PROPOSAL

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#### ITEM NO. 1: GENERAL INFORMATION

The following questions were received by Chris Bigelow from Gametime Food and Beverage. The questions are in italic and the answers are in bold.

*Are the 3<sup>rd</sup> party deals returning next year?*

**As indicated in the pre proposal conference and Addendum #1 no 3<sup>rd</sup> party deals are in affect at this time that will be effective when the new contract commences.**

*What items are currently being hawked?*

**While the menu depends on the event typically items such as beer, soda, popcorn, cotton candy and ice cream are hawked.**

*Can suite menus and catering menus be provided?*

**The City will mail out copies of the current suite menus to all attendees of the pre-proposal meeting.**

*What are the better seat services provided?*

**Assuming this refers to the Club Seats, as indicated in the pre proposal conference in seat service was provided for Spurs games and as indicated in the RFP the club level has a full mixed beverage license.**

*Are all portables listed on-site and are they working?*

**As indicated in the pre proposal conference all portables listed on the inventory are in working condition. Portables not listed in the inventory may belong to subcontractors or purveyors and are not required to stay in the Alamodome.**

*Do the small business and minorities have their own portables and if so what are they? What are the menus?*

**As indicated in the pre proposal conference it is up to the primary concessionaire to subcontract with SBEDA certified firms and who provides equipment and what the menus will be are part of your negotiations with those parties.**

*Is a projected event schedule available?*

**Exhibit C of the RFP is clearly marked as the projected event and attendance schedule.**

*How many vending machines are there, where are they located and what is the pricing?*

**Vending machines are only placed in non-public areas or used when no concession service is available. They are excluded from the agreement and therefore pricing is irrelevant.**

*What is the current tax factor?*

**Current sales tax is 7.875%**

*Are there any current marketing deals in place?*

**As indicated in the pre proposal conference and Addendum #1 there are no marketing deals in place that will be current when the new foodservice agreement commences.**

*Is there a buyout of the current smallwares?*

**As indicated in the pre proposal conference the new concessionaire would be responsible for providing their own smallwares, as there is no buyout of the existing smallwares.**

*Please confirm that the definition of Gross Receipts indicates commissions will be paid on all taxes and third party sales.*

**The RFP has the correct definition of Gross Receipts. Only sales taxes are deductible.**

*Provide more details on what the City wants in a Management Fee?*

**The Proposer may propose any management Fee that they require; the City has set no parameters on that Fee**

*What local branding is done and what does the City recommend?*

**As indicated in the pre proposal conferences there are no local brand agreements that will be in affect at the commencement of the new foodservice agreement. The Proposer should propose what brands they intend to offer.**

*What is the current condition of the facility?*

**The purpose of the facility tour was for the Proposer to determine the condition of the foodservice facilities.**

*What local specialties and themes should we incorporate in our service?*

**The RFP specifically indicates that it is looking for creativity on the part of the Proposer. It is the Proposers responsibility to suggest specialties and themes.**

**ITEM NO. 2: DELETE FROM THE PROPOSAL "EXHIBIT G - EXISTING EQUIPMENT LIST" AND INSERT THE FOLLOWING EXHIBIT G INFORMATION**

**EXHIBIT G**

\*\*\*\*\*

**CONCESSION FIXED ASSETS**

Astro pop warmer	Goldmetal Products	43	just a warmer, not a maker
Beer tower	Perlick	87	beer tap dispenser
Bev. Air Keg Refrigerator w/two towers		2	
Bev. Air oven	Piedmont Line	99	refrigerator (blue stainless steel)
Bev. Air Refrigerator Horizontal		4	
Cabinet file		5	
Can rack	New Age Industrial	5	
Cart 30" x 36 1/2" x 40" magenta & gray		1	
Cart 36"x108" Ricos Nacho Center w/canopy		1	
Cart 41" x 98 Nacho vendor "Dostitos"		1	
Cart Buffet Style openings on top 36" x 86"		1	
Cart SS w/sink cut out 24" x 30"		2	
Cart w/caster 33 1/4 x 60" x 37 1/2" Magenta		1	
Cart w/casters 24" x 59 1/2" x 28" popcorn maker		2	
Cart w/casters 33 1/4" x 60" x 37 1/2" magenta		2	
Cart w/casters 36 1/2" x 50 1/4" x 31 1/2"		1	
Cart w/casters 36" x 58 1/2" plexiglass front		1	
Cart w/casters for magazine vendor		1	
Cart wooden 30"x96" Canopy w/two apw warm		10	
Cart wooden w/casters 30"x96" w/canopy		8	
Cart wooden w/casters 32" x 72" x 32"		8	
Cash register terminal	Concession Masters by DIAN	138	no cash box, just a terminal
Chair		15	wooden frame w/cloth seat
Cotton candy floss machine	Goldmetal Products	2	
Counter money	Cummin/Brandt	2	
Deli dispenser case	Randell	2	
Dry rack 4 drw	New Age Industrial	33	for drying pots and pans
Dryer	Unisport	2	
Electric can opener	Edlund	1	handheld
Food warmer table top	Wyott	80	Nacho cheese warmer
Food warmer W3	Wyott	1	
Freezer 35x55	McCall	23	

Fry system	Keating	16	
Griddle 28x48	Vulcan	19	electric grill/sits on top of
Griddle stand	Victory	18	griddle stand
Hose reel clean system	T&S Brass & Bronze Works	6	keep buns warm
Hot dog food display grsds	Hatco	30	
Hot vending box	Witco Food Service	20	sterno for hotdog vendors or
Ice bin follet mod. 1560-60	Follet	38	floor
Ice bin Manhardt	Manhardt	5	each ice maker should have
Ice machine Hash DCM 240	Hoshizaki	1	an ice bin
Ice machine, Hoshizaki	Hoshizaki	41	holds ice for ice maker
Ice machine, Ice Craft	Ice Craft	19	ice maker
Keg rack 3'x54"	New Age Industrial	26	ice maker
Keg rack 3x6	New Age Industrial	5	holds beer kegs
Margarita machine	Taylor	6	holds beer kegs
Meat slicer	Hobart	2	
Menu ad pannels 126 each	Posterloid	1	
Pizza display oven Hatco	Hatco	25	keeps pizza's & sandwiches
Pizza oven	Impringer	23	warm
Pos terminal system	Concession Masters by DIAN	6	
Range oven	Lang	2	
Refrigerator mod. 75R	McCall	2	
Refrigerator Perlick 24 x 88		1	
Refrigerator Perlick beer key 28"x105" w/casters		5	
Refrigerator Perlick beer key 28" x 85" w/casters		14	
Refrigerator under counter	Randell	29	
Roller grills	Wyott	68	
Shelf for oven sink	New Age Industrial	1	
Shelving 2x6	New Age Industrial	4	
Shelving 30x96	New Age Industrial	4	
Soft serve ice cream	Taylor	6	
Stand w/canopy "Igloo's" in Stationary position		2	
Storage unit	HON	1	
Table Display 24"x192 1/2" w/two folding ends		2	
Table square	New Age Industrial	3	
Table SS 30x48	New Age Industrial	112	
Table SS 30x70	New Age Industrial	109	
Table SS 30x72	New Age Industrial	7	
Table SS 30x84	New Age Industrial	4	
Table SS w/black	New Age Industrial	26	
Three compartment sink	Advance Food Service Equip.	37	

ADDENDUM NO. 02  
 ITEM 2 CONTINUED

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Ventahood Casteel 22 ft	Ansul	1
Ventahood fire system	Ansul	28
Ventahood system	Ansul	28
Walk in cooler 10' x 8" x 7'	U.S. Cooler	4
Walk in cooler 12' 8" x 8' 8"	U.S. Cooler	15
Walk in cooler 12x9	U.S. Cooler	10
Walk in cooler 20x20 comb	U.S. Cooler	2
Wash machine	Huebsch Originators	2
Wunder bar liquor system	Wunder	2 liquor dispenser

<i>Description</i>	<i>City Tag #</i>
<i>Field Level</i>	
Reception Desk and Work Station	769734
Chair – Guest	769737
Chair – Guest	769738
Chair – Guest	769739
Chair – Guest	769740
Round Table	769741
Conference Chair	769742
Desk w/Drawer	769743
Credenza	769744
Box File and Work Station	769745
Chair	769754
Chair	769755
Desk w/Drawer	769756
Desk – Credenza	769757
File - 5 Drawer	769760
Desk w/Drawer	769761
Chair	769771
Conference Chair	769774
Conference Chair	769775
Conference Chair	769776
Conference Chair	769777
Conference Chair	769778
Conference Chair	769786
Chair	769788
Chair	769789
Chair	769790
Chair	769791
Table - Wooden 42"	769792
Credenza	769793

File - 4 Drawer	769795
File - 2 Drawer	769797
Computer and Work Station	769799
Copier	769800
Fax Machine	769801
Money Counter	769803
Money Counter	769804
Money Counter	769805
Conference Chair	771019
Conference Chair	771020
Conference Chair	771021
Lounge Chair	771022
Lounge Chair	771023
End Table	771024
Chair - Swivel/Tilt	771025
File - 4 Drawer	771154
Chair	771177
Chair - Swivel/Tilt	771178
Cab - 5 Drawer PR99084	763703
<i>Club Level</i>	
Toshiba Copier	724556
Guest Chair	769735
Guest Chair	769736
File - 5 Drawer	769748
File - 5 Drawer	769749
Storage Cabinet - 5 Drawer	769750
Storage Unit	769751
Chair	769752
Chair	769753
Chair	769758
Square Table	769766
Chair	769768
Chair	769769
Chair	769770
Chair	769787
Chair	769794
Steel Drawer File Cabinet	771001
File Storage Cabinet	771005
Chair	771014
Chair	771015
Chair	771016

ADDENDUM NO. 02  
ITEM 2 CONTINUED

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File Storage Cabinet	771172
Steel Drawer File Cabinet	771173
Chair	771179
Chair	771180
Chair	771181
Chair	771182
Desk Steel w/Credenza	779746
Desk Steel w/Credenza	779747
Copier	770356
Fax Machine	770357

END OF ADDENDUM NO. 02



### ADDENDUM NO. 03

REFERENCE: Request for Proposal for the City of San Antonio, Alamodome Food, Beverage, Catering and Merchandise Services.

DATE: November 20, 2002

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City of San Antonio

Alamodome Department

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TO: All Proposers for the above referenced Request for Proposal.

This Addendum forms a part of the Request for Proposal and is an official written part of the RFP and must be acknowledged by number in the proposers written proposal Exhibit B. This addendum modifies and supplements the Request for Proposal as follows for the above referenced project. All other provisions of the Documents remain unchanged. All addendum information will be posted on the [www.sanantonio.gov](http://www.sanantonio.gov) website.

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#### MODIFICATION AND SUPPLEMENTS TO THE REQUEST FOR PROPOSAL

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**ITEM NO. 1:            GENERAL INFORMATION**

The following question was received by Chris Bigelow from Aramark. The question is in italic and the answer is in bold.

*Will the City of San Antonio accept CNA's (Aramark's bonding company) multi-year bond form for a period of 5/15/03 to 9/30/04 and thereafter continued annually by a certificate?*

**Yes.**

END OF ADDENDUM NO. 03



**ADDENDUM NO. 04**

REFERENCE: Request for Proposal for the City of San Antonio, Alamodome Food, Beverage, Catering and Merchandise Services.

DATE: November 27, 2002

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City of San Antonio

Alamodome Department

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TO: All Proposers for the above referenced Request for Proposal.

This Addendum forms a part of the Request for Proposal and is an official written part of the RFP and must be acknowledged by number in the proposers written proposal Exhibit B. This addendum modifies and supplements the Request for Proposal as follows for the above referenced project. All other provisions of the Documents remain unchanged. All addendum information will be posted on the [www.sanantonio.gov](http://www.sanantonio.gov) website.

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**MODIFICATION AND SUPPLEMENTS TO THE REQUEST FOR PROPOSAL**

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**ITEM NO. 1: DELETE FROM THE PROPOSAL SPECIFICATIONS:**

EXHIBIT J – Financial Disclosure Report.

Exhibit J is now intentionally left blank.

**ITEM NO. 2: DELETE FROM THE PROPOSAL SPECIFICATIONS:**

EXHIBIT K – Discretionary Contracts Disclosure Form.

**ITEM NO. 3: ADD TO THE PROPOSAL SPECIFICATIONS:**

EXHIBIT K – City Of San Antonio Discretionary Contracts Disclosure Form

General information concerning the City of San Antonio Discretionary Contracts Disclosure form is as follows: Box 1 refers to the individual in the company that would be signing the contract and Box 2 refers to the company's name.

**EXHIBIT K**  
**ADDENDUM NO. 04**

**City of San Antonio**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

*\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

**Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title:  Company:	Date:

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

ARAMARK CORPORATION



CHARLES ROGERS  
VICE PRESIDENT SALES  
STADIUMS AND ARENAS

December 18, 2002

Mr. Mike Abington  
Director  
Alamodome  
100 Montana Street  
San Antonio, TX 78203

Dear Mr. Abington:

It is with pleasure and gratitude that ARAMARK submits its proposal for concession services for the City of San Antonio Alamodome.

Our submittal addresses every aspect of your Request for Proposal, with particular emphasis on creating unique experiences for patrons of San Antonio's Alamodome. Initiatives such as our community involvement program in combination with ARAMARK's signature food quality will create a venue and fan experience like no other.

We would like to highlight several salient features of our proposal:

- Company stability and resources: strength and stability of the industry leader back our proposal with the unquestioned ability to fulfill our promises.
- Commitment: our commitment manifests itself throughout our proposal with tangible financial, equipment and personnel benefits. We are committed to do what it takes to make this project a mutual success.
- Investment: ARAMARK is prepared to fund a capital investment of \$360,000 that will be applied to noticeable improvements at the point of sale throughout the Alamodome.
- Bench strength: from the front-line employees to the on-site General Manager to the important local levels of upper management, the ARAMARK team possesses unparalleled depth and industry acumen. We can draw upon this reserve strength to support your staffing needs when your event schedule requires personnel for those special events you will host.

ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC.  
5805 NORTHCREST DRIVE,  
FLOWER MOUND, TEXAS 75028  
972 539 2013 FAX 972 355 0561

Mr. Mike Abington  
December 18, 2002  
Page 2

Experience: ARAMARK has demonstrated the ability to perform at a variety of venues throughout the South Texas and San Antonio market area. From Minute Maid Park to Reliant Center and Stadium to the SBC Center and the San Antonio Convention Center, our Regional Management Team has demonstrated their capabilities with success with and understanding of our customers. Our staffing programs reflect this experience. We will be able to serve your diverse variety of events from a sold-out stadium or arena to a smaller show or function.

Involvement in the community: Our proposal has been thoroughly reviewed to generate the maximum score possible in the Important area of Small Business Economic Development. Our local office qualifies for points under the SBEDA rules. Furthermore, our concession stand assignments exceed the goal of 32.5% (actual percentage is 36.6) and our catering component assigns 100% of the business to MBE firms. Additionally, we have taken the SBEDA objectives beyond day-to-day operations with creative community outreach programs to assure future participation by and development of minority firms and individuals.

Innovation and Quality: We never rest on our laurels. Through introduction of new products and concepts, we have grown our top line sales and increased commissions for our clients. Our proposal touches on several singular creative concepts in the restaurant and catering business opportunities. We continually strive to offer the very best products and services consistently at reasonable prices.

Mr. Abington, we are grateful for the opportunity to present our proposal. Should you need any clarification regarding any portion of our submittal please contact us. We look forward to continued involvement in your evaluation process.

Sincerely,



Charles Rogers  
Vice President-Sales  
Stadiums and Arenas

	<b>EXECUTIVE SUMMARY</b>
SECTION 1.	<b>EXHIBIT A</b>
SECTION 2.	<b>PROPOSAL BOND</b>
SECTION 3.	<b>COMPLETED EXHIBIT B, C, D AND E</b>
SECTION 4.	<b>COMPLETED EXHIBIT E</b>
SECTION 5.	<b>EXHIBIT I</b>
SECTION 6.	<b>EXHIBIT J</b>
SECTION 7.	<b>EXHIBIT K</b>
SECTION 8.	<b>LIST OF CLIENTS</b>
SECTION 9.	<b>FINANCIAL STATEMENT</b>
SECTION 10.	<b>ORGANIZATION PLAN</b>
SECTION 11.	<b>RÉSUMÉS</b>
SECTION 12.	<b>STAFFING CHARTS</b>
SECTION 13.	<b>PAYROLL EXPENSE</b>
SECTION 14.	<b>MENUS</b>
SECTION 15.	<b>BRANDED PRODUCTS</b>
SECTION 16.	<b>SPONSORSHIP ASSISTANCE</b>
SECTION 17.	<b>TRAINING PROGRAMS</b>
SECTION 18.	<b>LIST OF CORPORATE OFFICERS</b>
SECTION 19.	<b>EVENT INFORMATION RECAP</b>
SECTION 20.	<b>CREATIVE DESIGN CONCEPTS</b>
SECTION 21.	<b>BUSINESS FORM OF PROPOSER</b>
SECTION 22.	<b>BUSINESS ADDRESS</b>

## EXPERIENCE AND PARTNERSHIP

### EXPERIENCE

That is what sets ARAMARK apart from all other Sports and Entertainment food service companies. With over 25 years of experience creating culinary memories at some of this country's largest and most diverse sporting facilities, ARAMARK understands how to make a meal extraordinary. And, since providing food services is the core of our business, we also understand that helping our clients be successful goes beyond just serving great food. Our entire approach - from the depth of our national and regional network to our unparalleled sales programs to our inventive culinary teams - brings experience to every sporting facility we manage.

### PARTNERSHIP

There are few other words that sound so strong and certain. It means trust and cooperation, value and security, growth and history. That is why ARAMARK believes so strongly in the concept of Unlimited Partnerships. As a partner, we can drive more sales because we have the industry's best resources and people. As a partner, we share these so that the partnership grows and becomes stronger. And, as a partner, we help communities develop while bringing a fresh perspective and experience to the cities we serve.

### PARTNERS IN THE COMMUNITY

No matter where we do business or what type of client we serve, there is one thing that is consistent: ARAMARK believes very strongly in corporate citizenship and the need to give back to the community. That is why we win awards for our leadership, and why we are dedicated to providing opportunities for minority, women, and disadvantaged business enterprises.

### SELLING THE ALAMODOME TO THE WORLD

When ARAMARK develops a proposal for a sports and entertainment facility, we capture the spirit and culture unique to every city; not just in the food, but in how that food becomes part of an overall experience. We design total solutions by combining the excitement of ongoing events with innovative concepts so that the experience the fans receive transcends food.

We will draw together the diversity of cultures, activities and food available in San Antonio with our theme: Discover a New Taste of the Alamodome. With our creative approaches and local culinary influences, fans will understand that San Antonio food tastes are like those of no other region in the world. And they are tastes we know from experience.

### **GIVING CUSTOMERS A TASTE OF THE ALAMODOME**

As a leader in promoting and highlighting fresh regional cuisine in cities throughout the country, ARAMARK is well positioned to turn the average site visit into a culinary celebration. ARAMARK will work with the Alamodome staff to plan and host quarterly open houses featuring a "meet and greet the chef" and/or special tours that can enhance catering sales. By inviting existing and potential users, we will be able to leverage their experience into a chance to showcase all the amenities of the facility.

### **TASTEFUL MARKETING MATERIALS**

ARAMARK will create a comprehensive, coordinated marketing communications program that amplifies the appeal of San Antonio and complements the image of San Antonio. These materials will include print advertisements in trade publications to reinforce the image of San Antonio among targeted audiences, direct mail to penetrate the market, increase awareness and generate responses. Collateral materials will include a catering sales brochure, custom photography, menus, and food brochures.

### **INNOVATIONS IN TECHNOLOGY**

ARAMARK is a trailblazer in technological innovations. This is achieved through continuous research and development. ARAMARK develops individual Internet websites for the various sports and entertainment facilities it manages, and will do the same for the Alamodome. These websites allow fans to easily navigate between facility information, menus and other services. With a simple e-mail, these prospects contact our on-site sales managers who follow up with printed materials and direct contact.

ARAMARK's innovative Impressions Program is a unique initiative in the food service industry. It helps us improve communication with all our sports and entertainment fans, and refines the food and service offerings so they match your fans' specific needs, wants and expectations.

## **GREAT FOOD BY DESIGN**

How do we do it? By focusing on what it takes to provide the best possible sports and entertainment services, all day every day. We begin by developing a customized approach for each individual sports and entertainment facility we manage.

With the largest in-house food facility design organization (Design Solutions) in the country, ARAMARK creates retail environments where food is just one instrument in a grand production. Our innovative solutions for the Alamodome will include designing all new identities and concepts for the concessions areas. We will also incorporate favorite local and customized brands to ensure that guests Discover a New Taste of San Antonio with every snack or meal they enjoy.

## **PERSONNEL**

ARAMARK understands service. Our service strategy is simple and direct. We train every employee to treat each fan as if he or she is our only customer. This service concept touches all aspects of our operation. The entire ARAMARK organization will support its employees who work directly with San Antonio fans/clients, by sharing in the service responsibility even if they never see a customer. The result is superior service.

## **CONCLUSION**

We at ARAMARK wish to thank the City of San Antonio, and the Alamodome staff for the opportunity to create and present the enclosed Proposal. We will gladly answer any questions and provide additional information you may request. We will also look forward to carrying this Proposal to the next level by means of a detailed presentation.

# SECTION ONE



Exhibit A

**1**

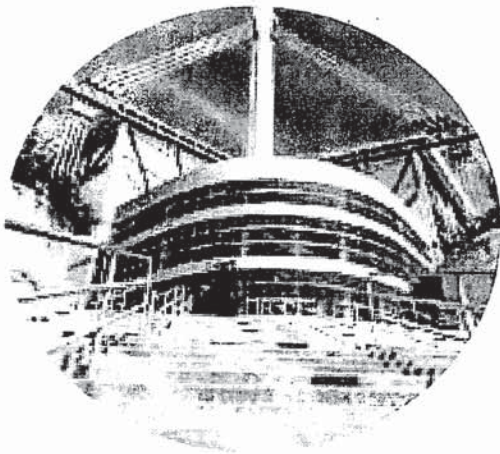
**EXHIBIT A  
PROPOSAL CHECKLIST**

Requirement	Check if Included	Proposers Initials
Exhibit A:	X	CR
Proposal Bond:	X	CA
Completed Exhibits B, C, D and E: Submit hard copy in all proposals and hard copy and disk inside the Consultant's proposal. Disk provided at proposal meeting	X	CR
Completed Exhibit I:	X	CR
Completed Exhibit J:	X	CR
Completed Exhibit K:	X	CR
List of Clients:	X	CR
Financial Statement:	X	CR
Organizational Plan:	X	CR
Resumes:	X	CR
Staffing Charts:	X	CR
Payroll Expense:	X	CR
Menus:	X	CR
Branded Products:	X	CR
Sponsorship Assistance:	X	CR
Training Programs:	X	CR
List of Corporate Officers:	X	CR
Event Information Recaps:	X	CR
Creative Design Concepts:	X	CR
Business Form of Proposer:	X	CR

Alamodome Request for Proposals

<b>Business Address:</b>	X	5
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## SECTION TWO



Proposal Bond

2

# CNA INSURANCE COMPANIES

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## BID BOND

**KNOW ALL MEN BY THESE PRESENTS: That we** ARAMARK Sports and Entertainment Services, Inc.  
1101 Market Street Philadelphia PA 19107

AMERICAN CASUALTY COMPANY OF READING,  
and PENNSYLVANIA

, Principal,  
Surety, are held and firmly bound unto

CITY OF SAN ANTONIO, TEXAS

, Oblige,

In the sum of Twenty-Five Thousand and 00/100

Dollars (\$ 25,000.00 )

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for Food, Beverage Catering and Merchandise Services - Alamodome

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated 12/06/2002

ARAMARK Sports and Entertainment Services, Inc.

(Principal) Asst. Treasurer John Lafferty

by  (Seal)  
AMERICAN CASUALTY COMPANY OF READING,  
PENNSYLVANIA

(Surety)

by   
Debra Kohlman Attorney-in-Fact

G-23054-C

**CNA**

For All the Commitments You Make<sup>®</sup>

STATE OF ILLINOIS  
COUNTY OF COOK

On this 6th day of December, 20 02, before me personally appeared  
Debra Kohlman known to me to be the Attorney-in-Fact  
of American Casualty Company of Reading, Pennsylvania, the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.

\*\*\*\*\*  
"OFFICIAL SEAL"  
KAREN E. BOGARD  
Notary Public, State of Illinois  
My Commission Expires 5/18/04  
\*\*\*\*\*

Karen E. Bogard  
(Notary Public)

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Brenda D. Hockberger, Ann Formhals, Donna Wright, Garry L. Wesselink, Debra Kohlman, William Reidinger, Diane M. O'Leary, Marlise Jahnke, Amy Wickett, Rose Ann Seidl, Matthew V. Buol, Individually

of Chicago, Illinois

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 23rd day of July, 1999



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 23rd day of July, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Diane Faulkner*

My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 6th day of December, 2002



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

# ACORD TM CERTIFICATE OF INSURANCE

ISSUE DATE MM/DD/YY  
12/12/2002

**PRODUCER**  
Willis  
1100 Penn Center; Suite 2700  
Philadelphia, PA 19103  
  
ARA005C

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER	<b>A</b>	PACIFIC EMPLOYERS INS. CO.
COMPANY LETTER	<b>B</b>	BANKERS STANDARD INS. CO.
COMPANY LETTER	<b>C</b>	ROYAL INDEMNITY COMPANY
COMPANY LETTER	<b>D</b>	ACE AMERICAN INSURANCE CO.
COMPANY LETTER	<b>E</b>	AMERICAN GUARANTEE & LIAB. INS. CO.

**INSURED** ARAMARK Sports & Entertainment Services, Inc.  
ARAMARK CORPORATION  
ITS DIVISIONS & SUBSIDIARIES  
ARAMARK TOWER  
1101 MARKET ST., 30TH FLOOR  
PHILADELPHIA, PA 19107

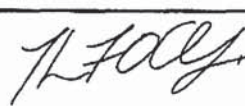
### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OR SUCH POLICIES, LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GL FORM <input checked="" type="checkbox"/> PREMISES/OPERATIONS <input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> PERSONAL INJURY	HDO G20594731	10/01/2002	10/01/2003	BODILY INJURY OCC.	\$
					BODILY INJ AGG.	\$
					PROPERTY DAMAGE OCC.	\$
					PROPERTY DAMAGE AGG.	\$
					BI & PD COMBINED OCC.	\$ 1,000,000
					BI & PD COMBINED AGG	\$ NONE
					PERSONAL INJURY AGG.	\$
					PERSONAL INJURY AGG.	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (PRIV PASS) <input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> SELF-INSURED FOR PHYSICAL DAMAGE	ISA H07677303	10/01/2002	10/01/2003	BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY - PROPERTY DAMAGE COMBINED	\$ 1,000,000
					EACH OCCURENCE	\$ 1,000,000
					AGGREGATE	\$ NONE
C	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	RHA005686	10/01/2002	10/01/2003	EACH OCCURENCE	\$ 1,000,000
					AGGREGATE	\$ NONE
B A B	WORKERS'S COMPENSATION AND EMPLOYERS' LIABILITY	WLR C43495240(AOS)	10/01/2002	10/01/2003	<input checked="" type="checkbox"/> STATUTORY LIMITS	
		WLR C43500685(ME&NH)	10/01/2002	10/01/2003	EACH ACCIDENT	\$ 1,000,000
		SCF C43500727(WI)	10/01/2002	10/01/2003	DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
D	OTHER UMBRELLA	XOOG20582662	10/01/2002	10/01/2003	LIMIT:	\$9,000,000
E	EXCESS	AEC9306243-00	10/01/2002	10/01/2003	TOTAL LIMIT:	\$11,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: \*\* WHERE APPLICABLE, SEE OVERLEAF FOR ADDITIONAL INSURED COVERAGE \*\*  
 RFP, Food, Beverage, Catering and Merchandise Services. City of San Antonio, Alamodome. Upon award of contract, the City, its officers, employees and elected representatives will be included as Additional Insureds to the extent Additional Insureds are liable for losses arising out of ARAMARK's negligent acts or omissions as required by contract. Waiver of subrogation provided. Insurance is primary for losses covered under the policy arising from Contractor's operations under contract.

**CERTIFICATE HOLDER**  
 This is a sample certificate indicating ARAMARK's coverage. Requests to modify the certificate may be accommodated in certain instances. It is necessary for the Corp. Risk Mgt. Dept. to review the insurance provisions and indemnification requirements contained in the contract prior to granting any modifications or extensions that are considered appropriate.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


## SECTION THREE



Completed Exhibits B, C,  
D and E



## EXHIBIT B - FINANCIAL PROPOSAL

### FINANCIAL PROPOSAL

ARAMARK is pleased to present to the City of San Antonio ("City") the following financial proposals for the provision of concessions and merchandise services at the Alamodome.

#### **TERM**

ARAMARK proposes a term of approximately five (5) years from May 15, 2003 until September 30, 2008 and one option to extend for five (5) additional years by mutual agreement of parties.

#### **INVESTMENT**

ARAMARK will provide the City with an investment of \$360,000. The investment will be buyback protected and will be amortized on a straight-line basis over the term of the contract.

In the event the concession agreement expires or terminates in advance of expiration, for any reason, the City will pay to ARAMARK a termination payment equal to the then unamortized balance of ARAMARK's investment.

#### **LIAISON**

ARAMARK proposes to charge the City \$35,000 per annum to manage the Subcontractors/MBE/ WBE partnerships at the Alamodome.



## EXHIBIT B - FINANCIAL PROPOSAL

### PROPOSAL A

#### COMMISSIONS

##### Regular Concessions Gross Receipts

*(All tiers are adjusted by CPI)*

	<u>Commissions</u>
Up to \$1,250,000	35.0%
\$1,250,001 - \$1,500,000 (on the increment)	40.0%
In excess of \$1,500,001 (on the increment)	42.0%

##### Club Seats Gross Receipts (All tiers are adjusted by CPI)

Up to \$100,000	20.0%
\$100,001 - \$500,000 (on the increment)	25.0%
In excess of \$500,001 (on the increment)	30.0%

##### Net Subcontractor Income Split

50.0% of commissions received by ARAMARK from its subcontractors after expenses.

##### Net Third Party Catering Income Split

50.0% of commissions received by ARAMARK from the Third Party after expenses.

##### Merchandise

Negotiable on a case by case basis.



## EXHIBIT B - FINANCIAL PROPOSAL

### **PROPOSAL B**

Annual Management Fee	\$100,000	
Net Operating Profits	<u>ARAMARK's Share</u> 8.0%	<u>City's Share</u> 92.0%

### **NOTES:**

Gross Receipts are defined as total receipts received by ARAMARK, less applicable taxes, service charges, gratuities, credit card fees, sales by subcontractors, sales by third parties, branded product license fees or royalties and discounted sales.

Net Operating Profits are defined as Gross Receipts less all direct costs of operation including, without limitation, ARAMARK's management fee, depreciation, repair and maintenance and replacement reserves, insurance, permit and license costs, start-up costs and property taxes. Net Operating Profits also includes all commissions received from the subcontractors and third party less any direct expenses.

### **OTHER TERMS & CONDITIONS**

ARAMARK's financial proposals are subject to final corporate review and approval. This approval is based upon final negotiations of a formal concession agreement containing mutually acceptable terms and conditions.



**EXHIBIT B**

**FINANCIAL PROPOSAL FORM**

I, Betty McCann (print name), authorized representative of Aramark Sports & Entertainment Services Of Texas, Inc. (print name of Proposer) have read and understood the terms and conditions of this request for proposal, have not \_\_\_\_\_ (have/have not) attended the pre-proposal meeting, have received addenda 1, 2, 3, 4 (fill in addendum numbers), have made all necessary inspections of the proposed Facility, agree to abide by all terms of this RFP and our attached proposal and agree to assume operations by May 15, 2003.

**Financial Proposal**

Concessionaire shall earn the following Management Fee and Incentive and invest the following amount in accordance with their proposal submitted herewith.

Commission Agreement		Management Fee/Profit Split	
Category	Rate	Category	Rate
Catering	%	Management Fee	%
Concessions	%	Profit Split	%
Restaurant	%		
Suites	%		
Replacement Accrual Fund	1%	Replacement Accrual Fund	1%
Repair & Maintenance Accrual Fund	1%	Repair & Maintenance Accrual Fund	1%
Capital Investment	\$	Capital Investment	\$

\*\*\* SEE FINANCIAL TERM SHEET

Alamodome Request for Proposals

Date December 18, 2002

Authorized Signature Betty McCann *Betty McCann*

Signatory's Title President

Proposer ARAMARK Sports & Entertainment Services of Texas, Inc.

Address 100 Montana Street  
San Antonio, TX 78203

Corporation     Partnership     Joint Venture     Sole Proprietorship

Incorporated in the State of Texas

Currently licensed to do business in the State of Texas.     Yes     No

11-digit Comptroller's Taxpayer Number 12325735848

EVENT	BEER	QTY	TOTAL ATTENDANCE	CONCESSION		CONC. P/C	SUBCONTRACTOR SALES	SUB P/C	CLUB ATTENDANCE	CLUB SALES	CLUB P/C
				ATTENDANCE	SALES						
Concerts	Yes	5	65,000	59,500	\$ 178,500.00	\$ 3.00	\$ 119,000.00	2.00	5,000	\$ 10,000.00	\$ 2.00
Stadium Concert	Yes	1	43,500	37,916	\$ 284,370.00	\$ 7.50	\$ 218,017.00	5.75	5,000	\$ 25,000.00	\$ 5.00
House Beautiful	Yes	3	11,100	11,100	\$ 15,540.00	\$ 1.40	\$ 4,440.00	0.40	-	-	-
Texas Graphics	No	3	5,000	5,000	\$ 20,000.00	\$ 4.00	-	-	-	-	-
Ringling Bros. Circus	Yes	8	50,000	50,000	\$ 175,000.00	\$ 3.50	\$ 125,000.00	2.50	-	-	-
Dog Show	No	4	8,000	8,000	\$ 11,200.00	\$ 1.40	\$ 3,200.00	0.40	-	-	-
Drum Corps International	No	1	8,000	7,700	\$ 36,575.00	\$ 4.75	\$ 28,875.00	3.75	-	-	-
CVB Event	No	2	16,500	15,500	\$ 31,000.00	\$ 2.00	\$ 7,750.00	0.50	250	\$ 250.00	\$ 1.00
Baptist Youth	No	2	17,000	17,000	\$ 42,500.00	\$ 2.50	\$ 29,750.00	1.75	1,000	\$ 500.00	\$ 0.50
High School Football Regular Season	No	6	15,000	15,000	\$ 15,000.00	\$ 1.00	\$ 26,250.00	1.75	-	-	-
High School Graduations	No	9	22,500	22,500	-	-	-	-	-	-	-
Dave Campbell's Football Classic	No	4	24,000	24,000	\$ 24,000.00	\$ 1.00	\$ 42,000.00	1.75	-	-	-
<b>Totals</b>		<b>48</b>	<b>285,600</b>	<b>273,216</b>	<b>\$ 833,685.00</b>	<b>\$ 3.05</b>	<b>\$ 604,282.00</b>	<b>2.21</b>	<b>11,250</b>	<b>\$ 35,750.00</b>	<b>\$ 3.18</b>

EVENT	BEER	QTY	TOTAL ATTENDANCE	SUITE		SUITE P/C	RESTAURANT ATTENDANCE	RESTAURANT SALES	RESTAURANT P/C	TOTAL SALES	TOTAL P/C
				ATTENDANCE	SALES						
Concerts	Yes	5	65,000	500	\$ 2,500.00	\$ 500.00	-	\$ -	-	\$ 310,000.00	\$ 4.77
Stadium Concert	Yes	1	43,500	584	\$ 14,600.00	\$ 500.00	-	\$ -	-	\$ 541,987.00	\$ 12.46
House Beautiful	Yes	3	11,100	-	-	-	900	\$ 10,000.00	11.11	\$ 29,980.00	\$ 2.70
Texas Graphics	No	3	5,000	-	-	-	200	\$ 2,000.00	10.00	\$ 22,000.00	\$ 4.40
Ringling Bros. Circus	Yes	8	50,000	-	-	-	-	\$ -	-	\$ 300,000.00	\$ 6.00
Dog Show	No	4	8,000	-	-	-	200	\$ 2,000.00	10.00	\$ 16,400.00	\$ 2.05
Drum Corps International	No	1	8,000	50	\$ 1,250.00	\$ 500.00	1,000	\$ 5,000.00	5.00	\$ 71,950.00	\$ 8.99
CVB Event	No	2	16,500	-	-	-	100	\$ 500.00	5.00	\$ 39,750.00	\$ 2.41
Baptist Youth	No	2	17,000	-	-	-	750	\$ 6,000.00	8.00	\$ 78,250.00	\$ 4.60
High School Football Regular Season	No	6	15,000	-	-	-	750	\$ 4,000.00	5.33	\$ 45,250.00	\$ 3.02
High School Graduations	No	9	22,500	-	-	-	-	\$ -	-	-	-
Dave Campbell's Football Classic	No	4	24,000	-	-	-	350	\$ 3,000.00	8.57	\$ 69,000.00	\$ 2.88
<b>Totals</b>		<b>48</b>	<b>285,600</b>	<b>1,134</b>	<b>\$ 18,350.00</b>	<b>\$ 16.18</b>	<b>4,250</b>	<b>\$ 32,500.00</b>	<b>7.65</b>	<b>\$ 1,524,567.00</b>	<b>\$ 5.34</b>

EVENT	BEER	QTY	TOTAL ATTENDANCE	CONCESSION ATTENDANCE	CONCESSION SALES	CONC. P/C	SUBCONTRACTOR SALES	SUB P/C	CLUB ATTENDANCE	CLUB SALES	CLUB P/C
NCAA Final Four	No	2	77,892	68,892	\$ 172,230.00	\$ 2.50	\$ 137,784.00	2.00	8,000	\$ 24,000.00	\$ 3.00
Alamobowl	Yes	1	40,000	32,416	\$ 194,496.00	\$ 6.00	\$ 162,080.00	5.00	7,000	\$ 24,500.00	\$ 3.50
Concerts	Yes	5	65,000	59,500	\$ 208,250.00	\$ 3.50	\$ 148,750.00	2.50	5,000	\$ 10,000.00	\$ 2.00
Tejano Music Awards	Yes	1	15,000	13,900	\$ 104,250.00	\$ 7.50	\$ 17,375.00	1.25	1,000	\$ 2,000.00	\$ 2.00
Boat Show	Yes	5	20,000	20,000	\$ 100,000.00	\$ 5.00	\$ -	-	-	\$ -	\$ -
Home & Garden Show	Yes	3	15,000	15,000	\$ 30,000.00	\$ 2.00	\$ -	-	-	\$ -	\$ -
House Beautiful	Yes	3	11,100	11,100	\$ 22,200.00	\$ 2.00	\$ -	-	-	\$ -	\$ -
American Cheer Power	No	1	4,300	4,300	\$ 13,975.00	\$ 3.25	\$ 25,800.00	6.00	-	\$ -	\$ -
Bands of America	No	1	8,000	7,700	\$ 23,100.00	\$ 3.00	\$ 15,400.00	2.00	-	\$ -	\$ -
Thrill Show	Yes	2	80,000	65,500	\$ 163,750.00	\$ 2.50	\$ 196,500.00	3.00	250	\$ 1,000.00	\$ 4.00
Arena Cross	Yes	2	15,000	15,000	\$ 45,000.00	\$ 3.00	\$ 41,250.00	2.75	14,000	\$ 56,000.00	\$ 4.00
Disney on Ice	Yes	9	30,000	30,000	\$ 45,000.00	\$ 1.50	\$ 45,000.00	1.50	-	\$ -	\$ -
Ringling Bros. Circus	Yes	8	50,000	50,000	\$ 100,000.00	\$ 2.00	\$ 75,000.00	1.50	-	\$ -	\$ -
Drum Corps International	No	1	8,000	7,700	\$ 42,350.00	\$ 5.50	\$ 32,725.00	4.25	-	\$ -	\$ -
Texas Republican State Conv.	Yes	3	42,000	37,400	\$ 93,500.00	\$ 2.50	\$ 37,400.00	1.00	250	\$ 1,000.00	\$ 4.00
High School Football Playoffs	No	10	83,000	82,500	\$ 247,500.00	\$ 3.00	\$ 165,000.00	2.00	4,500	\$ 9,000.00	\$ 2.00
High School Graduations	No	9	22,500	22,500	\$ -	\$ -	\$ -	-	-	\$ -	\$ -
Dave Campbell TX Football Classic	No	3	18,000	17,100	\$ 25,650.00	\$ 1.50	\$ 51,300.00	3.00	600	\$ 1,800.00	\$ 3.00
Miscellaneous Events	No	2	20,000	20,000	\$ 40,000.00	\$ 2.00	\$ 50,000.00	2.50	-	\$ -	\$ -
Catering	Yes				\$ -	\$ -	\$ -	-	0.00	\$ -	\$ -
<b>Totals</b>		<b>71</b>	<b>624,792</b>	<b>580,508</b>	<b>\$ 1,671,251.00</b>	<b>\$ 2.88</b>	<b>\$ 1,201,364.00</b>	<b>2.07</b>	<b>40,600</b>	<b>\$ 129,300.00</b>	<b>\$ 3.18</b>
<b>RESTAURANT/SPORTS BAR/CATERING</b>											
EVENT	BEER	QTY	TOTAL ATTENDANCE	SUITE ATTENDANCE	SUITE SALES	SUITE P/C	ATTENDANCE	SALES	P/C	TOTAL SALES	TOTAL P/C
NCAA Final Four	No	2	77,892	1,000	\$ 25,000.00	\$ 750.00	3000	\$ 50,000.00	\$ 16.67	\$ 409,014.00	\$ 5.25
Alamobowl	Yes	1	40,000	584	\$ 38,933.33	\$ 1,000.00	3000	\$ 50,000.00	\$ 16.67	\$ 470,009.33	\$ 11.75
Concerts	Yes	5	65,000	500	\$ 4,333.33	\$ 650.00	1000	\$ 10,000.00	\$ 10.00	\$ 381,333.33	\$ 5.87
Tejano Music Awards	Yes	1	15,000	100	\$ 4,333.33	\$ 650.00	500	\$ 3,000.00	\$ 6.00	\$ 130,958.33	\$ 8.73
Boat Show	Yes	5	20,000	-	\$ -	\$ -	0	\$ -	\$ -	\$ 100,000.00	\$ 5.00
Home & Garden Show	Yes	3	15,000	-	\$ -	\$ -	400	\$ 5,000.00	\$ 12.50	\$ 35,000.00	\$ 2.33
House Beautiful	Yes	3	11,100	-	\$ -	\$ -	400	\$ 5,000.00	\$ 12.50	\$ 27,200.00	\$ 2.45
American Cheer Power	No	1	4,300	-	\$ -	\$ -	500	\$ 10,000.00	\$ 20.00	\$ 49,775.00	\$ 11.58
Bands of America	No	1	8,000	50	\$ 1,666.67	\$ 500.00	750	\$ 10,000.00	\$ 13.33	\$ 51,166.67	\$ 6.40
Thrill Show	Yes	2	80,000	500	\$ 10,833.33	\$ 650.00	500	\$ 5,000.00	\$ 10.00	\$ 432,083.33	\$ 5.40
Arena Cross	Yes	2	15,000	-	\$ -	\$ -	200	\$ 2,500.00	\$ 12.50	\$ 88,750.00	\$ 5.92
Disney on Ice	Yes	9	30,000	-	\$ -	\$ -	1000	\$ 10,000.00	\$ 10.00	\$ 100,000.00	\$ 3.33
Ringling Bros. Circus	Yes	8	50,000	-	\$ -	\$ -	0	\$ -	\$ -	\$ 175,000.00	\$ 3.50
Drum Corps International	No	1	8,000	50	\$ 1,666.67	\$ 500.00	1000	\$ 10,000.00	\$ 10.00	\$ 87,741.67	\$ 10.97
Texas Republican State Conv.	No	2	42,000	100	\$ 2,000.00	\$ 600.00	500	\$ 4,000.00	\$ 8.00	\$ 145,900.00	\$ 3.47
High School Football Playoffs	No	10	83,000	500	\$ 1,666.67	\$ 500.00	1000	\$ 10,000.00	\$ 10.00	\$ 424,166.67	\$ 5.11
High School Graduations	No	9	22,500	-	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
Dave Campbell TX Football Classic	No	3	18,000	300	\$ 3,333.33	\$ 500.00	500	\$ 5,000.00	\$ 10.00	\$ 87,083.33	\$ 4.84
Miscellaneous Events	No	2	20,000	-	\$ -	\$ -	0	\$ -	\$ -	\$ 90,000.00	\$ 4.50
Catering	Yes				\$ -	\$ -	5000	\$ 75,000.00	\$ 15.00	\$ 75,000.00	\$ 15.00
<b>Totals</b>		<b>70</b>	<b>624,792</b>	<b>3,684</b>	<b>\$ 93,766.67</b>	<b>\$ 25.45</b>	<b>19250</b>	<b>\$ 264,500.00</b>	<b>\$ 13.74</b>	<b>\$ 3,360,181.67</b>	<b>\$ 5.38</b>

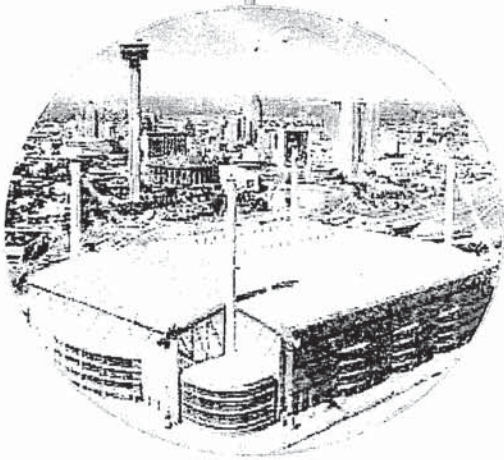
	PRE OPENING		5/2003-9/2003		2003-2004		2004-2005	
	\$	%	\$	%	\$	%	\$	%
<b>Sales</b>								
Catering	0		0	0.0%	0	0.0%	0	0.0%
Concessions	0		833,685	95.9%	1,671,251	92.8%	1,558,982	93.4%
Club	0		35,750	4.1%	129,300	7.2%	109,512	6.6%
Suites	0		0	0.0%	0	0.0%	0	0.0%
Restaurants	0		0	0.0%	0	0.0%	0	0.0%
<b>Total Sales</b>	<b>0</b>		<b>869,435</b>	<b>100.0%</b>	<b>1,800,551</b>	<b>100.0%</b>	<b>1,668,494</b>	<b>100.0%</b>
<b>Other Income</b>								
Service Charges/Gratuities	0		0	0.0%	0	0.0%	0	0.0%
Less Service Charges/Gratuities Paid Out	0		0	0.0%	0	0.0%	0	0.0%
Sub Contractor Sales	0		655,132	75.4%	1,559,641	86.6%	1,400,720	84.0%
Less Sub Contractor Paid Out	0		(369,374)	-42.5%	(921,576)	-51.2%	(822,834)	-49.3%
Other	0		0	0.0%	0	0.0%	0	0.0%
<b>Total Other Income</b>	<b>0</b>		<b>285,758</b>	<b>32.9%</b>	<b>638,065</b>	<b>35.4%</b>	<b>577,886</b>	<b>34.6%</b>
<b>Total Gross Receipts</b>	<b>0</b>		<b>1,155,193</b>	<b>132.9%</b>	<b>2,438,616</b>	<b>135.4%</b>	<b>2,246,380</b>	<b>134.6%</b>
<b>Product Cost</b>								
Catering	0		0	0.0%	0	0.0%	0	0.0%
Concessions	0		180,910	21.7%	362,661	21.7%	338,299	21.7%
Club	0		8,580	24.0%	31,032	24.0%	26,283	24.0%
Suites	0		0	0.0%	0	0.0%	0	0.0%
Restaurants	0		0	0.0%	0	0.0%	0	0.0%
<b>Total Product Cost</b>	<b>0</b>		<b>189,490</b>	<b>21.8%</b>	<b>393,693</b>	<b>21.9%</b>	<b>364,582</b>	<b>21.9%</b>
<b>Payroll</b>								
Management	0		65,000	7.5%	130,000	7.2%	135,200	8.1%
Catering	0		0	0.0%	0	0.0%	0	0.0%
Concessions	0		142,000	16.3%	284,000	15.8%	295,360	17.7%
Club	0		15,500	1.8%	31,000	1.7%	32,240	1.9%
Suites	0		0	0.0%	0	0.0%	0	0.0%
Restaurants	0		0	0.0%	0	0.0%	0	0.0%
Office	0		43,500	5.0%	87,000	4.8%	90,480	5.4%
Security	0		4,000	0.5%	8,000	0.4%	8,320	0.5%
Training	0		5,000	0.6%	10,000	0.6%	10,400	0.6%
Taxes/Benefits	0		41,680	4.8%	83,360	4.6%	86,694	5.2%
<b>Total Payroll</b>	<b>0</b>		<b>316,680</b>	<b>36.4%</b>	<b>633,360</b>	<b>35.2%</b>	<b>658,694</b>	<b>39.5%</b>
<b>Other Operating Expenses</b>								
Advertising	0		1,000	0.1%	2,000	0.1%	2,000	0.1%
Alarm	0		600	0.1%	1,200	0.1%	1,200	0.1%
Armored Car Service	0		2,400	0.3%	4,800	0.3%	4,800	0.3%
Audit Fees	0		0	0.0%	0	0.0%	0	0.0%
Bank Charges	0		3,000	0.3%	6,000	0.3%	6,000	0.4%
Bond Expense	0		0	0.0%	0	0.0%	0	0.0%
Brand Franchise/Royalty Fees	0		0	0.0%	0	0.0%	0	0.0%
Cleaning Supplies	0		8,694	1.0%	18,006	1.0%	16,685	1.0%
Credit Card Fees	0		0	0.0%	0	0.0%	0	0.0%
Dues/Subscriptions	0		0	0.0%	0	0.0%	0	0.0%
Entertainment	0		0	0.0%	0	0.0%	0	0.0%
Equipment Rental	0		0	0.0%	0	0.0%	0	0.0%
Flowers/Music	0		0	0.0%	0	0.0%	0	0.0%
Ice	0		0	0.0%	0	0.0%	0	0.0%
Insurance	0		17,875	2.1%	35,750	2.0%	37,180	2.2%
Laundry/Linen	0		0	0.0%	0	0.0%	0	0.0%
Marketing	0		1,000	0.1%	2,000	0.1%	2,000	0.1%
Menus	0		0	0.0%	0	0.0%	0	0.0%
Office Expenses	0		6,000	0.7%	12,000	0.7%	12,000	0.7%
Other	0		21,736	2.5%	45,014	2.5%	41,712	2.5%

Sales	PRE OPENING		5/2003-9/2003		2003-2004		2004-2005	
	\$	%	\$	%	\$	%	\$	%
Overages/Shortages	0		0	0.0%	0	0.0%	0	0.0%
Paper Supplies	0		0	0.0%	0	0.0%	0	0.0%
Pest Control	0		9,000	1.0%	18,000	1.0%	18,000	1.1%
Possessory Interest Tax	0		0	0.0%	0	0.0%	0	0.0%
Postage/Freight	0		2,400	0.3%	4,800	0.3%	4,800	0.3%
Printing	0		0	0.0%	0	0.0%	0	0.0%
Professional Fees	0		0	0.0%	0	0.0%	0	0.0%
Recruiting Expense	0		0	0.0%	0	0.0%	0	0.0%
Relocation Expense	0		0	0.0%	0	0.0%	0	0.0%
Replacements	0		4,347	0.5%	9,003	0.5%	8,342	0.5%
TABC Taxes	0		0	0.0%	0	0.0%	0	0.0%
Taxes and Licenses	0		2,500	0.3%	2,500	0.1%	2,500	0.1%
Telephone	0		12,000	1.4%	24,000	1.3%	24,000	1.4%
Trash Removal	0		0	0.0%	0	0.0%	0	0.0%
Travel and Meals	0		1,800	0.2%	3,600	0.2%	3,600	0.2%
Uniforms	0		5,000	0.6%	3,000	0.2%	3,000	0.2%
Utilities	0		0	0.0%	0	0.0%	0	0.0%
Vehicle Expense	0		0	0.0%	0	0.0%	0	0.0%
Liaison Charge	0		35,000	4.0%	35,000	1.9%	35,000	2.1%
<b>Total Other Operating Expenses</b>	<b>0</b>		<b>134,352</b>	<b>15.5%</b>	<b>226,672</b>	<b>12.6%</b>	<b>222,820</b>	<b>13.4%</b>
Repair & Replacement Accruals	0		0	0.0%	36,011	2.0%	33,370	2.0%
<b>Operating Profits</b>	<b>0</b>		<b>514,671</b>	<b>59.2%</b>	<b>1,148,880</b>	<b>63.8%</b>	<b>966,914</b>	<b>58.0%</b>
Depreciation	0		27,695	3.2%	66,468	3.7%	66,468	4.0%
Management Fee	0		50,000	5.8%	100,000	5.6%	100,000	6.0%
<b>Net Profit Available for Split</b>	<b>0</b>		<b>436,976</b>	<b>50.3%</b>	<b>982,412</b>	<b>54.6%</b>	<b>800,446</b>	<b>48.0%</b>
<b>A dome Profit Split</b>	<b>0</b>		<b>402,018</b>	<b>46.2%</b>	<b>903,819</b>	<b>50.2%</b>	<b>736,410</b>	<b>44.1%</b>
<b>Concessionaire Profit Split</b>	<b>0</b>		<b>34,958</b>	<b>4.0%</b>	<b>78,593</b>	<b>4.4%</b>	<b>64,036</b>	<b>3.8%</b>

AREA	AMOUNT
<b>Catering</b>	
Millwork/Stainless Steel/Counters/Cabinetry	\$
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Rolling Stock/Portables	\$
<b>Catering Sub Total</b>	\$
<b>Club</b>	
Millwork/Stainless Steel/Counters/Cabinetry	\$
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Portables	\$
<b>Club Sub Total</b>	\$
<b>Commissary/Kitchen/Offices</b>	
Millwork/Stainless Steel/Counters/Cabinetry	\$
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Rolling Stock/Portables	\$
<b>Commissary/Kitchen/Offices Sub Total</b>	\$
<b>Concessions/Vending</b>	
Millwork/Stainless Steel/Counters/Cabinetry	\$
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Portables	\$
<b>Concessions/Vending Sub Total</b>	\$
<b>Restaurants</b>	
Millwork/Stainless Steel/Counters/Cabinetry	\$
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Place Settings (250 minimum)	\$
Portables	\$
<b>Restaurants Sub Total</b>	\$
<b>Suites</b>	
Leasehold Improvements	\$
Equipment	\$
Smallwares	\$
Portables	\$
<b>Suite Sub Total</b>	\$
<b>Miscellaneous</b>	
Central CO2 System	\$
POS System	\$
Transportation Equipment	\$
Uniforms	\$
Final Utility Connections	\$
Design and Engineering Fees	\$
Contingency	\$
Freight and Installation	\$
<b>Miscellaneous Sub-Total</b>	\$
<b>CONCESSIONAIRE'S TOTAL CAPITAL INVESTMENT</b>	\$

Note: Please refer to Exhibit E in the proposal under Section 4

## SECTION FOUR



Completed Exhibits E

## DETAILED CAPITAL INVESTMENT

Employee Uniform Program	\$45,000
Menu Boards and Graphics	\$125,000
Cash Registers	\$65,000
Food and Beverage Portables	\$50,000
Office Computers	\$15,000
Leasehold Improvements (Stand Paint)	\$25,000

## SECTION FIVE



Completed Exhibit I

5

**IN THIS SECTION**  
MBE Participation  
SBEDA Form 117C  
Letters of Agreement

## MBE PARTICIPATION

The objectives for our program for Minority Business Enterprise (MBE) participation are to both achieve the goals set forth in the SBEDA guidelines and provide a continuing role in the development of small businesses in the community. We are proud of our partners in this effort and look forward to working together with them. They are similarly committed to us and we include the following letters of agreement as an indication of our mutual commitment.

**EXHIBIT I**  
**GOOD FAITH EFFORT PLAN**  
**SBEDA FORM 117C**

**NAME OF COMPANY:** ARAMARK Sports & Entertainment Services of Texas, Inc.

**PROJECT NAME:** Alamodome Concessions

1. Indicate all MBE-WBE-AABE contract areas, actual or anticipated. (Use additional sheets as needed.)

COMPANY NAME & BUSINESS AREA	POS AMOUNT	SBE (Y/N)	MBE-WBE-AABE CERTIFICATION NUMBER
William Franklin/ Chelsea's Blimpie	10	Y	210042035 (AABE)/SBE
Rosarios/ Lisa Wong	14	Y	202010391 (SBE)WBE/MBE
Texas Finest	26	Y	202012545 (SBE)MBE/WBE
All Stars	12	Y	201010652 (SBE)/MBE/WBE
Polonco	20	Y	20050785 (SBE)/DBE/MBE
<b>II. Catering Services</b>	<b>Total: 82</b>	<b>(* see below)</b>	

COMPANY NAME & BUSINESS AREA	Estimated Dollar AMOUNT	SBE (Y/N)	MBE-WBE-AABE CERTIFICATION NUMBER
Catering by Nick		Y	200070468 (SBE) WBE/MBE
CHW GOW (Lisa Wong)		Y	202010391 (SBE) WBE/MBE
William Franklin		Y	210042035 (AABE) SBE
	\$400,000		

\*\* Catering Services will be provided 100% by MBE firms.

**NOTE: If MBE-WBE-AABE contracting goals were met, skip to #9.**

\* Goal of 73 is exceeded. Goal was 32.5%. Our plan will achieve 36.6%.

*Alamodome Request for Proposals*

2. If MBE-WBE-AABE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

Goals were met.

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3. List all MBE-WBE-AABE Listings or Directories utilized to solicit participation.

Goals were met.

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4. List all contractor associations and other business associations solicited for MBE-WBE-AABE referrals.

Goals were met.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE's

Goals were met.

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Alamodome Request for Proposals

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE's.

Goals were met.

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7. List all MBE-WBE-AABE bids received but rejected. (Use additional sheets as needed.)

Goals were met.

COMPANY NAME	MBE-WBE-AABE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of company's MBE-WBE-AABE policy.

Goals were met.

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

Terry Caven, 210-389-6322

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Alamodome Request for Proposals

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

Betty McCann

*Betty McCann*

SIGNATURE OF AUTHORIZED OFFICIAL

President

TITLE OF OFFICIAL

Dec 18, 2002      713-623-0430

DATE

PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:    Approval \_\_\_\_\_

Denial \_\_\_\_\_

Action Taken:        Approved \_\_\_\_\_

Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT



December 6, 2002

**Joe Linson**  
Chelsea's Sandwiches  
4538 Centerview Dr. Suite 146  
SA, TX 78228

**Re: Alamodome Request for Proposals for Food and Beverage Services**

Dear Mr. Linson:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Joe Linson ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

In consideration of our respective willingness to have further discussions on the possible formation of such a relationship, we have agreed as follows:

1. **Confidential Information:** We will be providing each other with certain non-public information that would not otherwise be available to one another (the "Confidential Information"). The Confidential Information shall include, but not be limited to, financial information, proforma data, operating assumptions, methods of operations and historical data relating to other operations of ARAMARK and Contractor, respectively.

With respect to such Confidential Information, it is agreed that:

a. The Confidential Information shall not be used by any party in any way (i) to the commercial detriment of the other party; (ii) to enable such party to compete against the other party; (iii) for any purpose other than to enable the parties to determine whether a relationship should be formed and the terms of the contract, if any, which may be entered into by the parties. The Confidential Information shall not be disclosed by either party, their respective principals, officers, directors, employees and agents without the prior written consent of the other party.

b. In the event the parties fail to execute a contract, each party shall return all Confidential Information (together with any copies thereof) to the party which provided the Confidential Information.

2. **Proposed Agreement:** Upon the effective date hereof, the parties shall commence good faith negotiations concerning the terms of a contract for the purposes referred to herein. Any and all understandings which may be reached by the parties shall be set forth in a contract which shall not be effective until executed by the parties hereto. In the absence of an executed contract, neither party shall have any obligations to the other party other than those obligations which are set forth in this letter agreement.

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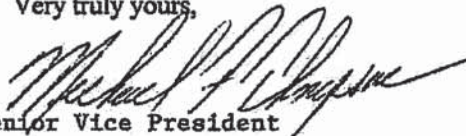
3. **Authorization:** Contractor hereby authorizes ARAMARK to represent to the City in any proposal which ARAMARK may submit in response to the RFP that ARAMARK anticipates entering into a contract with Contractor, and Contractor further authorizes ARAMARK to use its name in connection with any such proposal.

4. **Proposal Costs:** ARAMARK shall be responsible for all costs relating to the preparation and submittal of any proposal ARAMARK may submit to the City in response to the RFP.

5. **Effective Date:** This letter agreement shall become effective upon execution by the parties and shall continue in effect thereafter until a final award of the Food and Beverage Concessions Contract is made in response to the RFP or any subsequent RFP or food and beverage concessions contract which may be issued by the City within a period of six (6) months from the date hereof.

If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,



Senior Vice President

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 6 day of December, 2002, by:

Joe Linson

By:



Name:

JOE LINSON

Title:

VP - BUSINESS DEVELOPMENT



December 6, 2002

Manuel Garza Jr.  
Catering by Nick  
1715 N Trinity  
SA, TX 78201

Re: **Alamodome Request for Proposals for Food and Beverage Services**

Dear Mr. Garza:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Manuel Garza Jr. ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

In consideration of our respective willingness to have further discussions on the possible formation of such a relationship, we have agreed as follows:

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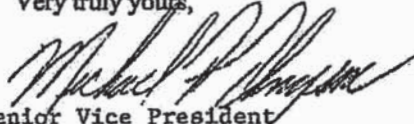
3. **Authorization:** Contractor hereby authorizes ARAMARK to represent to the City in any proposal which ARAMARK may submit in response to the RFP that ARAMARK anticipates entering into a contract with Contractor, and Contractor further authorizes ARAMARK to use its name in connection with any such proposal.

4. **Proposal Costs:** ARAMARK shall be responsible for all costs relating to the preparation and submittal of any proposal ARAMARK may submit to the City in response to the RFP.

5. **Effective Date:** This letter agreement shall become effective upon execution by the parties and shall continue in effect thereafter until a final award of the Food and Beverage Concessions Contract is made in response to the RFP or any subsequent RFP or food and beverage concessions contract which may be issued by the City within a period of six (6) months from the date hereof.

If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,



Senior Vice President

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 6 day of DEC., 2002, by:

Manuel Garza Jr.

By:

Name:

Title:

Manuel Garza Jr.  
MANUEL GARZA JR.  
OWNER



December 6, 2002

William Franklin  
Chelsea's Sandwiches  
4538 Centerview dr., Suite 146  
SA, TX 78228

Re: **Alamodome Request for Proposals for Food and Beverage Services**

Dear Mr. Franklin:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and William Franklin ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

In consideration of our respective willingness to have further discussions on the possible formation of such a relationship, we have agreed as follows:

1. **Confidential Information:** We will be providing each other with certain non-public information that would not otherwise be available to one another (the "Confidential Information"). The Confidential Information shall include, but not be limited to, financial information, proforma data, operating assumptions, methods of operations and historical data relating to other operations of ARAMARK and Contractor, respectively.

With respect to such Confidential Information, it is agreed that:

a. The Confidential Information shall not be used by any party in any way (i) to the commercial detriment of the other party; (ii) to enable such party to compete against the other party; (iii) for any purpose other than to enable the parties to determine whether a relationship should be formed and the terms of the contract, if any, which may be entered into by the parties. The Confidential Information shall not be disclosed by either party, their respective principals, officers, directors, employees and agents without the prior written consent of the other party.

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3. **Authorization:** Contractor hereby authorizes ARAMARK to represent to the City in any proposal which ARAMARK may submit in response to the RFP that ARAMARK anticipates entering into a contract with Contractor, and Contractor further authorizes ARAMARK to use its name in connection with any such proposal.

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If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,

  
Senior Vice President

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 6 day of Dec, 2002, by:

William Franklin

By: 

Name: William Franklin

Title: President



December 6, 2002

Roland Huerta  
Texas Finest  
4710 Laura Lane  
SA, TX 78219

Re: **Alamodome Request for Proposals for Food and Beverage Services**

Dear Mr. Huerta:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Roland Huerta ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

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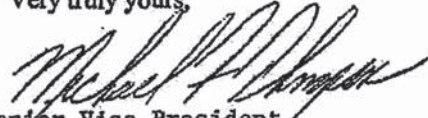
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If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,



Senior Vice President

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 7 day of December, 2002, by:

Roland Huerta

By:



Name:

ROLAND HUERTA

Title:

BUS. MGR, TX FINEST



December 6, 2002

Lisa Wong  
Rosarios Mexican Café y Cantina  
910 South Alamo  
SA, TX 78205

Re: **Alamodome Request for Proposals for Food and Beverage Services**

Dear Mrs. Wong:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Lisa Wong ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

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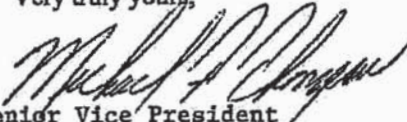
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If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,



Senior Vice President

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 7 day of DEC., 2002, by:

Lisa Wong

By: Richard Wong for Lisa Wong

Name: Chris Law Inc.

Title: Manager



December 6, 2002

**Dan Lopez**  
**All-Star Concessions**  
**2519 Redbridge**  
**SA, TX 78248**

**Re: Alamodome Request for Proposals for Food and Beverage Services**

**Dear Mr. Lopez:**

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Dan Lopez ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

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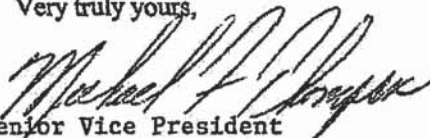
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Very truly yours,



Senior Vice President  
ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 7<sup>th</sup> day of DECEMBER, 2002, by:

Dan Lopez

By: 

Name: DANIEL LOPEZ JR.

Title: SECRETARY



December 6, 2002

Armando Polonco  
Polonco and Associates  
335 Sunset  
SA, TX 78209

Re: Alamedome Request for Proposals for Food and Beverage Services

Dear Mr. Polonco:

This letter concerns our discussions regarding a possible relationship between ARAMARK Sports and Entertainment Services, Inc. ("ARAMARK") and Armando Polonco ("Contractor"). The purpose of the relationship, if formed, would be to contract with Contractor, the right to provide, on a non-exclusive basis, products or services at the Alamodome in San Antonio, Texas (the "Alamodome") or otherwise to participate with ARAMARK in the food and beverage services at the Alamodome in the event ARAMARK is awarded the Food and Beverage Services Contract for that facility in response to the Request For Proposals (the "RFP") issued by the City of San Antonio, Texas (the "City").

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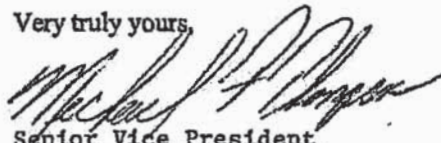
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If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter agreement at your earliest convenience.

Very truly yours,



Senior Vice President.

ARAMARK Sports & Entertainment Services, Inc.

Agreed to this 6 day of DEC, 2002, by:

Armando Polonco

By:



Name:

RAYMOND A GARCIA

Title:

DIR. OF OPERATION

## SECTION SIX

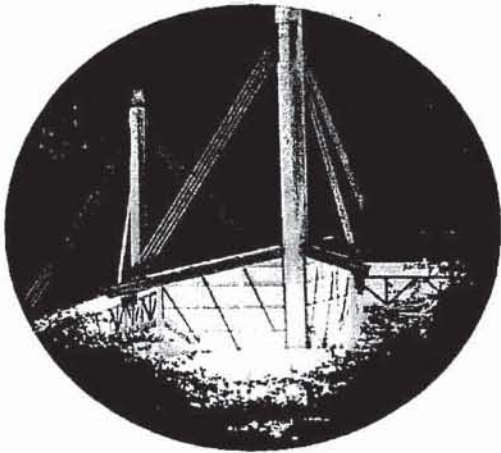


Exhibit J

6

**IN THIS SECTION**  
Financial Disclosure Report

## FINANCIAL DISCLOSURE REPORT

ARAMARK Sports and Entertainment Services of Texas, Inc. is not responding to this section of the RFP in compliance with the City of San Antonio's RFP - Addendum No. 04, Item No. 1.

## SECTION SEVEN



Completed Exhibit K

7

### IN THIS SECTION

Discretionary Contracts Disclosure Form

Exhibit K - City of San Antonio Addendum No 04

## DISCRETIONARY CONTRACTS DISCLOSURE FORM

ARAMARK Sports and Entertainment Services of Texas, Inc. is not responding to this section of the RFP in compliance with the City of San Antonio's RFP - Addendum No. 04, Item No. 2.

ADDENDUM NO. 04

**EXHIBIT K**  
**CITY OF SAN ANTONIO DISCRETIONARY**  
**CONTRACTS DISCLOSURE FORM**

ARAMARK Sports and Entertainment Services of Texas, Inc., in compliance with the City of San Antonio's RFP - Addendum No. 04, Item No. 3., is adding this new section to the Proposal.

## **SECTION EIGHT**



List of Clients

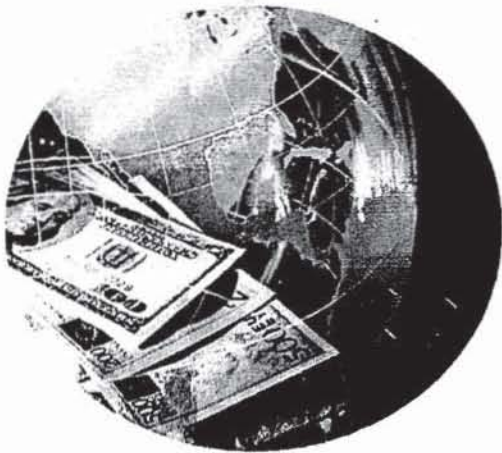
### **IN THIS SECTION**

Major League Stadium & Arena Client List

## LIST OF CLIENTS

The ARAMARK Sports and Entertainment Services of Texas, Inc., major league client list contains proprietary information that may not be copied, transmitted, or redistributed. Therefore, the aforementioned client list (pages 29 through 40) can be found in a sealed folder in the front cover pocket of this proposal.

## SECTION NINE



### Financial Statement

9

#### IN THIS SECTION

ARAMARK 2002-2001 Form (10k's)

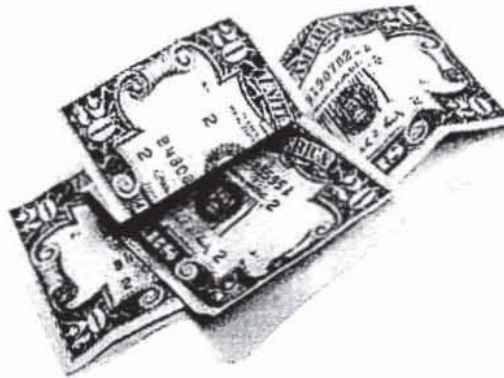
## ARAMARK 2002-2001 FORM (10K)

ARAMARK Corporation and its wholly owned subsidiary, ARAMARK Sports and Entertainment Services of Texas, Inc., have lines of credit and a balance sheet reflecting the financial strength necessary to manage and operate the food and beverage services at the Alamodome. The investment funds required for the operations will be funded through existing cash flows generated from ARAMARK's ongoing business.

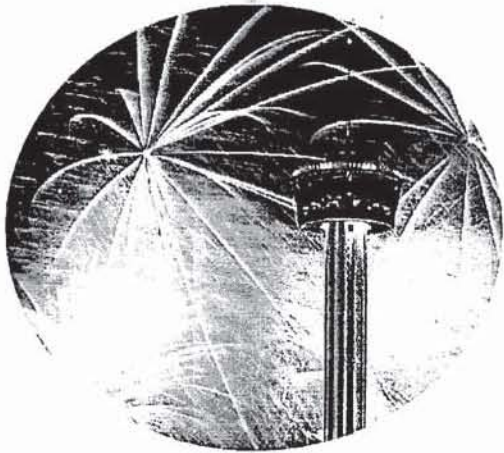
In addition to significant cash that will be available on a short-term basis from our operations, ARAMARK has a long-standing credit relationship with J.P. Morgan Securities, Inc., which serves as ARAMARK's Agent. ARAMARK maintains a \$1 billion line of credit with J.P. Morgan and currently has \$400 million available. ARAMARK has a BBB investment bond rating.

Please feel free to contact Mr. Steven Christensen, Vice President of J.P. Morgan, at 212-648-1391 for any additional questions concerning the availability of funding to ARAMARK for this project.

Copies of Form 10Ks for ARAMARK Corporation for its most recent two fiscal years are included in this section. ARAMARK Form 10Ks provide consolidated financial statements for ARAMARK Corporation and its wholly owned subsidiaries, including ARAMARK Sports and Entertainment Services of Texas, Inc.



## SECTION TEN



### Organizational Plan

**10**

#### **IN THIS SECTION**

Organizational Chart for FT/Hourly Employees

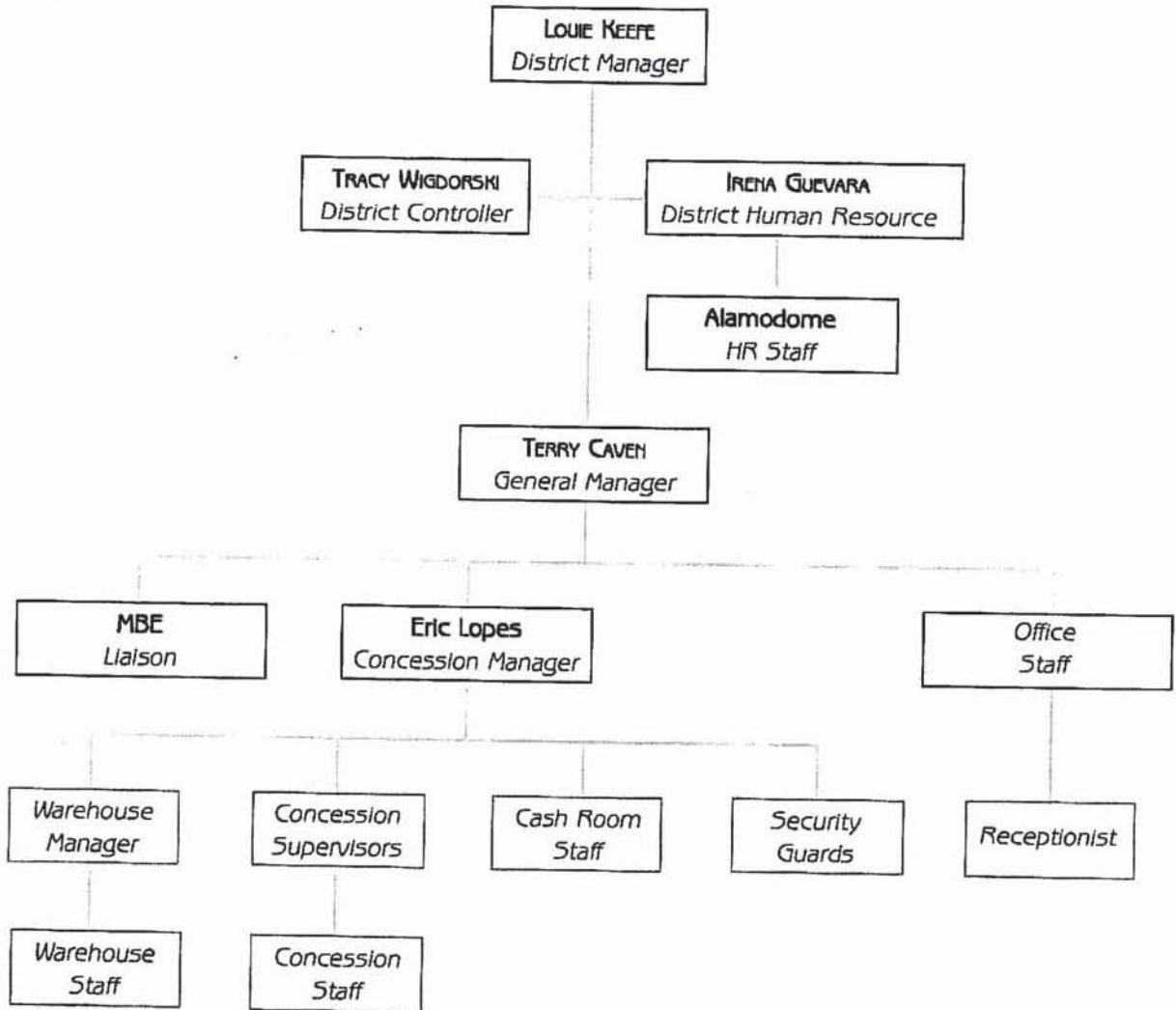
Employee Benefits Package

Training Manual and Employee Handbook

Drug Use Policy

Organizational Chart for  
FT/Hourly Employees

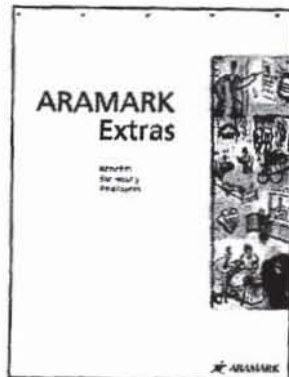
# ALAMODOME ORGANIZATIONAL CHART FOR FT/HOURLY EMPLOYEES



Employee Benefits  
Package

## EMPLOYEE BENEFITS PACKAGE

If you choose to partner with ARAMARK, your Human Resource Director will meet with your employees to explain our benefits package and distribute information kits and enrollment forms. To protect our more than 133,000 employees nationwide, we have compiled a benefits program that provides excellent coverage for salaried and hourly workers. Your current full-time employees who work a minimum of 30 hours a week and 30 weeks in a calendar year are eligible to participate in our benefits program.

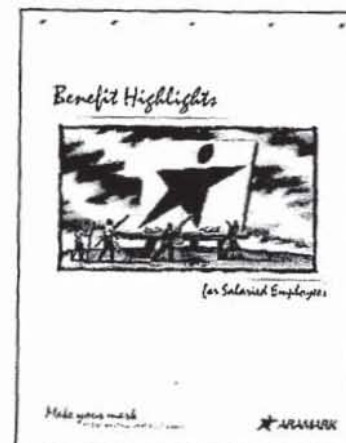


### BENEFITS FOR HOURLY EMPLOYEES

- ✔ Paid Vacation
- ✔ Paid Holidays
- ✔ Paid Sick Time
- ✔ Medical/Dental/Vision Insurance After 30 Days of Employment
- ✔ Savings Bond
- ✔ \$5,000 Accidental Death & Dismemberment Insurance Policy
- ✔ Free Meals (on work days only)
- ✔ FMLA (Family Medical Leave Act)
- ✔ Unpaid Medical Leave
- ✔ Jury Duty
- ✔ Funeral Leave
- ✔ Military Leave

### BENEFITS FOR SALARIED EMPLOYEES

- ✔ Paid Vacation
- ✔ Paid Holidays
- ✔ Paid Time Off
- ✔ Medical/Dental/Vision Insurance
- ✔ US Savings Bond Program
- ✔ Accidental Death & Dismemberment Plan
- ✔ Flexible Spending Account
- ✔ Life Insurance



## **EMPLOYEE ASSISTANCE PLAN (EAP)**

- Mental health care counseling
- ▽ Drug or alcohol abuse treatment
- ▽ Child care and elder care provider information
- Referrals for financial counseling or legal assistance
- ▽ Information on college financial aid & scholarships

## **RETIREMENT PLAN (401K) & RETIREMENT SAVINGS PLAN LOANS**

### **DISABILITY PLANS**

- Short-term (automatic)
- ▽ Long-term (4.2/10ths [.0042] of monthly salary)

### **MANAGER OF THE QUARTER AWARDS**

### **MANAGER OF THE YEAR AWARDS**

### **PREFERRED BANKING**

### **SERVICE AWARDS PROGRAM**

### **DISCOUNT PROGRAMS**

- Bally's Total Fitness
- Royal Caribbean / Celebrity Cruises
- ▽ Walt Disney Magic Kingdom Club Membership
- Children's World Learning Centers

### **EDUCATIONAL ASSISTANCE**

### **EDUCATION LOAN PROGRAM**

### **SCHOLARSHIP PROGRAM**

### **MATCHING GIFT PROGRAM**

### **CHOICE REWARDS PROGRAM**

- Long-term care insurance
- ▽ Homeowners insurance
- ▽ Renters & auto insurance
- ▽ Auto club coverage
- ▽ Mortgage & home equity loans
- ▽ Home security systems

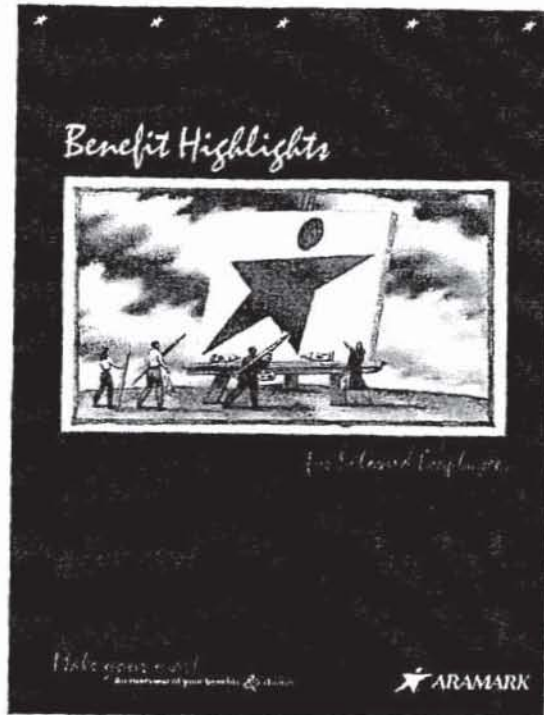
MANAGEMENT REFERRAL PROGRAM

MANAGEMENT INCENTIVE BONUSES

**ARAMARK PROVIDERS**

- ▼ Aetna US Healthcare
- ▼ Express Scripts
- ▼ Aetna - Disability
- ▼ Group Universal Life (CIGNA)
- ▼ Delta Dental
- ▼ Prudential
- ▼ RealLife Benefits Optional AD&D
- ▼ Special Risk Insurance Services
- ▼ Fidelity Retirement Plan Service Center
- ▼ United HealthCare
- ▼ Integra

Employee Benefits Handbook and detailed benefits information is available upon request.



Training Manual &  
Employee Handbook

## TRAINING MANUAL & EMPLOYEE HANDBOOK

Please see the following page for a sample employee handbook per Request For Proposal specifications. Employee handbooks are customized to individual site requirements. Also, training manuals are tailored to individual sites. Should you wish to view the training manual for the Alamodome, it is on file in the General Manager's office.

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ARAMARK Sports &  
Entertainment Services, Inc.  
**Employee Handbook**

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*Component Name – City, State*



REVISED, Jan. 2001

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## DISCLAIMER -- HANDBOOK IS NOT A CONTRACT

Unless otherwise specifically noted, or unless the context indicates otherwise, the policies and standards set forth herein apply to all non-exempt employees--salaried and hourly. Examples of policies that apply to all employees include the Security Policy (including without limitation, the requirement to obtain and maintain a security clearance as a condition of employment). If you have any questions as to whether a particular policy or standard applies to you, consult with your Manager. If for any reason this is not appropriate, or if the Manager is unable to answer any question, the Human Resources Director or Manager should be contacted. Occasionally, you may receive updated information concerning changes in ARAMARK policy. ARAMARK may revise this handbook in whole or in part at any time, with or without notice. It will be the responsibility of each affected employee to obtain, read, understand and comply with such revisions, just as it is every employee's responsibility to obtain, understand and comply with this handbook. This handbook is intended to serve as a general explanation of and guide for ARAMARK's policies and procedures and an outline of benefits available to qualifying employees. THE HANDBOOK IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED CONTRACT BETWEEN ARAMARK AND ANY EMPLOYEE.

Unless covered by a collective bargaining agreement, ARAMARK employees are employees at will. As such, any individual may voluntarily leave employment at any time, and any individual's employment may be terminated by ARAMARK at any time for any reason, with or without advance notice. Any oral or written statements or promises to the contrary are hereby expressly disclaimed and denied and should not be relied upon by any prospective or existing employee unless otherwise defined by written notification from the Vice President of Human Resources.

## *ARAMARK: We Can Do It All*

Since ARAMARK's founding in 1959, the key to our success has been the ability to provide services to meet our customers' changing needs. Every day, around the world, ARAMARK's service professionals are drawing on our advanced resources to serve the diverse needs of our clients and customers.

Today, our range of managed services includes, among others, providing food services at educational institutions, correctional facilities, sports stadiums and arenas, businesses and health care facilities. We are also fulfilling the needs of customers with quality services in the fields of early childhood education, uniform and textile rentals and facility service and maintenance. Meeting these changing needs requires ARAMARK to maintain the consistently high standards of service that have been our trademark.

We hope the philosophy of hard work from many dedicated employees allows us a bright future. All of ARAMARK is pleased you have joined the team and we look forward to a pleasant association.

### *Welcome to our Company!*

By accepting a position with ARAMARK, you have joined hundreds of thousands of others across the nation, who like yourself, enjoy the challenges of the service industry.

We are strongly committed to continually improving our operations and serving our clients and customers in a courteous, professional manner. It is our spirit of service that makes us unique. This is the reason that you were selected for a position.

This handbook is designed to inform you of some of ARAMARK's policies, work standards and benefits. We hope this handbook will help you understand our mission, the services we provide, and your responsibilities and contributions toward delivering those services. Following ARAMARK's work standards and policies will ensure a cleaner, safer environment in which to work, and help us to better serve our customers and clients.

This handbook is intended for use as a ready reference for those questions you may have regarding policies and standards for your performance. While the handbook covers many points, you may still have questions not answered here. If so, discuss them with your Manager. In this handbook, the title "Manager" is used to refer to all levels of management to include: Food Service Director, Assistant Food Service Director, Location Manager, Catering Manager and any other location-specific manager titles that exist.

## ***Attendance Policy***

Regular and predictable attendance is an essential function of each employee's job. Unplanned absences and excessive tardiness are disruptive to the entire food service operation, place an unfair burden on other employees and jeopardize the service level we strive to provide to our clients. In an effort to prevent these pitfalls, ARAMARK administers an attendance policy with which each employee must comply. Failure to comply with these requirements will be handled in accordance with our progressive discipline policy.

It is the personal responsibility of every employee to report to work on time, for all scheduled work hours.

Tardiness is coming to work after the employee's scheduled start time. If the employee is going to be late, a telephone call should be made to the manager-on-duty prior to the scheduled shift. The reason for the tardiness needs to be stated and the approximate time of arrival indicated. The Manager will document all incidents of tardiness. Habitual tardiness may result in disciplinary action up to and including termination.

A planned absence includes time off that has been scheduled and approved in advance by the employee's Manager. The following absences from work are considered planned absences for purposes of this policy: vacation days, holidays, jury duty, and approved leaves of absence.

An unplanned absence is a day, or series of consecutive days as a result of the same unplanned event, which are not previously approved or scheduled, where an employee does not come to work.

The employee must notify the employee's Manager, or the designated supervisor, of an unplanned absence at least one hour before his/her regularly scheduled start time.

However, an effort should be made to give as much notice as possible so that replacement scheduling can be made.

It is critical that you notify your manager or supervisor of your absence and not just a co-worker. Your absence will be considered unreported until the proper person has been notified.

An employee must report his or her own absence, unless it is impossible to do so and the reason is verifiable through documentation.

Documentation may be required for any unplanned absence upon request of your manager.

### ***Attendance Records***

For reasons of consistency and fairness, all absences (including those for which an employee receives personal, sick or vacation pay) will be recorded regardless of the reason for the absence and whether or not prior approval was granted. These records will track attendance for a twelve-month calendar year.

It is our intent to be fair and understanding with respect to employee attendance problems. Excessive attendance problems will be met with discipline in hopes of correcting the problem.

If an absence is due to illness, is not due to an approved leave of absence and lasts for three (3) consecutive days, the employee will be required to provide his/her manager with a doctor's note.

## ***Business Conduct Policy***

It is the continuing commitment of ARAMARK to conduct all company business with the utmost integrity. ARAMARK's policy is to comply with all domestic and foreign laws and to conduct its business in an ethical manner. Employees may not engage in any conduct or any transaction on behalf of ARAMARK that would violate any applicable law or the standards set forth in the Business Conduct Policy. A summary of the Business Conduct Policy is located on the back of your employment application and must be signed by all employees. To obtain a complete copy of ARAMARK's Business Conduct Policy, please contact your Manager.

## ***Employee Conduct / Progressive Discipline***

It is the policy of ARAMARK to treat all employee performance and discipline problems in a fair and consistent manner. In all but the most serious cases, each employee will be advised of the incorrect behavior and given an opportunity to correct the problem.

Prior to beginning "formal" progressive discipline, it is generally our practice to offer coaching and counseling to the employee. This practice is left to the discretion of the Manager and is used in situations where the issue is not yet serious but does need to be corrected.

Consistent with our general philosophy that any discipline is intended to be corrective in nature, your manager may follow a progressive disciplinary process. These steps may include:

- First Written Warning
- Final Written Warning or Suspension (without pay)
- Termination of employment

ARAMARK does not guarantee that one form of discipline will necessarily precede another. In some circumstances, due to the seriousness of the infraction, it may be appropriate to skip to a final written warning and possibly to immediate termination. In some cases, the Manager may suspend the employee immediately and consult with the District Manager, Regional Vice President and the Director of Human Resources for further guidance.

### ***Written Warnings***

An employee who refuses or who is unable to correct unsatisfactory performance or conduct after a determined period of time will receive a written warning, in accordance with the progressive discipline process. This written warning will refer to previous coaching and counseling sessions, if any. The warning described above should be reasonably specific as to the incorrect behavior and spell out the consequences for further incorrect conduct. In written warning and termination situations, supportive documentation should be included where available.

If a time limit for corrective action has been set, this should be documented and reviewed with the employee. The form will be reviewed and signed by the employee. If the employee refuses to sign the documentation, the Manager will make a note as appropriate that the "employee refused to sign." Another manager should sign the documentation as a witness that the employee refused to sign the document. A copy of this form will be retained in the employee's personnel file.

### *Suspension for Investigative Purposes*

The District Manager or Front Line Manager (Food Service Director) has the authority to suspend employees (with or without pay) for serious violations that could result in termination without prior warning. Suspension of an employee for investigative purposes (that is, the temporary removal of an employee from work) is used by management to provide time to investigate circumstances that indicate that the employee may be subject to discharge. A record of the suspension and final resolution of the matter must be documented in writing and maintained in the employee's personnel file.

ARAMARK has set reasonable conduct guidelines which are outlined below. These guidelines allow us to coordinate a variety of activities within our organization and to provide a safe working environment for our employees and our clients. The following list is not intended to be all-inclusive, but is intended to serve as a general guideline for the types of behavior ARAMARK deems unacceptable, and which will result in disciplinary action up to and including termination, with or without any written warnings. Please note that your component may be required to follow rules of the client that may differ from the items on the list below. Your Manager will notify you if additional or different rules apply to your component.

**Standards of Conduct: Conduct which may result in immediate termination includes, but is not limited to:**

- Willful destruction of Company and/or client property.
- Carrying concealed weapons, or possession, use, or distribution of weapons, illegal drugs, intoxicants, including alcohol on Company and/or client property or premises.
- Consumption of any type of alcoholic beverage or other intoxicants or illegal drugs or narcotics on client or Company premises or on Company time.
- Reporting for work under the influence of intoxicants or illegal drugs.
- Gross misuse, deliberate waste, or removal or attempted removal of Company/client material (food, records, documents, property, tools, equipment, etc.) from Company and/or client premises without proper authorization.
- Removal of another employee's or client's property without permission.
- Unauthorized use of Company or client cash, company vehicle, materials, phone or facility regardless of intent.
- Use of physical force on an employee, customer, client or vendor.
- Violation of ARAMARK's Business Conduct Policy.
- Absence of three (3) consecutive assigned workdays without contact with supervisor.
- Insubordination (refusal to perform any reasonable job or work assignment given by an employee's supervisor or by management).
- Use of profane, offensive or abusive language.
- Failing to report an accident.
- Harassment of another employee, student, customer, client or vendor.
- Falsifying company documents, production records or inventory control documents.
- Gambling on company / client premises or during working hours.

- Physical assault, fighting, threats, or other aggressive behavior directed toward co-workers, customers, clients, vendors or any others.
- Discrimination based on race, gender, age, etc.
- Punching another employee's time card or having another employee punch your card.
- Refusal to submit to a workplace search.
- Leaving work without authorization.

For non-union employees, nothing in this policy shall alter the "at-will" nature of the employment relationship or limit management's prerogative to terminate an individual's employment at any time for any reason not prohibited by law. The above examples are not all-inclusive. Each termination will be based on an assessment of all relevant factors.

### *Equal Employment Opportunity*

ARAMARK is committed to ensuring equal employment opportunity. Our policy regarding equal employment opportunity states:

We at ARAMARK will recruit, hire, train, promote, transfer and terminate persons without regard to race, color, religion, national origin, disability, covered veteran status, union affiliation, age or sex (except where age or sex is a bona fide occupational qualification) or other classification protected by applicable federal, state or local law. In addition, ARAMARK will ensure that all other personnel actions such as compensation, benefits, lay-off, return from lay-off, company sponsored training, education, tuition assistance, social and recreational programs are administered without regard to race, color, religion, national origin, disability, covered veteran status, union affiliation, age or sex. To obtain a complete copy of ARAMARK's Equal Employment Opportunity Policy, please contact your Manager.

## *Harassment Free Workplace*

ARAMARK is committed to providing a professional working atmosphere free from sexual harassment and other forms of workplace harassment.

### *Sexual Harassment*

Sexual harassment includes any action or conduct by a supervisor that threatens or insinuates, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, compensation, performance evaluations, advancement, assigned duties, or any other term or condition of employment. Further, all employees are prohibited from offering, promising or granting preferential treatment to any employee or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. In addition, sexual harassment includes unwelcome verbal, visual, or physical conduct of a sexual nature that demeans the dignity of an employee through insulting, intimidating, or degrading sexual remarks or conduct, or which has the effect of unreasonably interfering with an individual's work performance or otherwise creates an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwelcome advances, propositions or sexual flirtations, unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual

nature; commentary about an individual's body; leering, catcalls or touching; obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other verbal, visual, or physical conduct of a sexual nature.

This Policy against Sexual Harassment applies to all ARAMARK employees and applicants for employment, and prohibits harassment whether engaged in by managers, supervisors, co-workers, or non-ARAMARK employees, such as customers or suppliers.

Conduct prohibited by this Policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and company-sponsored social events.

## *Other Workplace Harassment*

Other workplace harassment includes, but is not limited to, any unwelcome verbal, visual or physical conduct which denigrates or shows hostility or aversion toward an individual because of an individual's gender, race, nationality, religion, age, disability, sexual orientation, or other personal characteristic protected by Federal, State or Local law, and that has the purpose or effect of creating an intimidating, hostile or offensive work environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

This Policy against Other Workplace Harassment applies to all ARAMARK employees and applicants for employment and prohibits harassment whether engaged in by managers, supervisors, co-workers, or non-ARAMARK employees, such as customers or suppliers.

Conduct prohibited by this Policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and company-sponsored social events.

# *Harassment Complaint Procedure*

ARAMARK encourages all employees to assist in maintaining a harassment-free workplace. Any employee who feels that he or she has been a victim of harassment or has witnessed any conduct that may be inconsistent with this Policy must report the incident immediately to his or her supervisor. If this is not appropriate, the incident must be reported to the next level of management or to a member of the ARAMARK Business Services Human Resources Department. If this is inappropriate, then the incident must be reported to the Employment Practices Department at 1-800-999-8989. It is never necessary for an individual to speak directly to the person who is the subject of the complaint. If this situation involves the employee's supervisor, the employee should bypass the supervisor in making his/her complaint.

### *Responsive Action*

All complaints will be handled in a timely manner. Confidentiality will be maintained throughout the investigation to the extent consistent with appropriate investigative and corrective action.

Any supervisor, manager, or Human Resources professional who becomes aware of harassment or any complaint of harassment under this Policy and fails to notify the proper parties or take

corrective action pursuant to this Policy will be subject to disciplinary action, up to and including dismissal.

Any employee who is found, after an investigation, to have violated this Policy on harassment will be subject to appropriate disciplinary action, up to and including termination.

### ***Retaliation***

Intimidation, coercion, threats, retaliation or discrimination against any employee (or other person) for making a complaint under this Policy, assisting in an investigation, or reporting an incident of harassment, is prohibited. Anyone engaging in retaliation in any form, like harassment itself, will be subject to disciplinary action, up to and including termination.

## ***Employment Classification***

At the time of hire, each employee is assigned an employment classification based upon job responsibilities and work schedule. Your employment classification determines your eligibility for benefits. An employee may be classified as follows:

Full-time Employee – one who is hired for an indefinite period for a work schedule normally averaging 30 hours or more per week, 30 or more weeks per year.

Part-time Employee – one who is hired for an indefinite period for a work schedule normally averaging less than 30 hours per week. Part-time employees are not eligible for certain benefits but are eligible for holiday pay based on the number of hours they are regularly scheduled to work.

Temporary Employee (regular full-time or regular part-time) – One who is hired to work full-time or part-time for a specific period of time during the year with an understanding that their employment will be terminated upon completion of an assignment or at the end of a specified period of time. This classification normally averages less than 30 weeks of work per year.

### ***Employment of Minors***

Each Manager is responsible for being knowledgeable of, and complying with the applicable laws and regulations regarding the employment of minors.

To preclude unintentional violation of the Fair Labor Standards Act as well as any state or local child labor and/or fair labor legislation, ARAMARK will not employ minors under the age of 16 under any circumstances.

When employing minors between the ages of 16-18, ARAMARK will abide by the regulations set forth in the Fair Labor Standards Act and in all applicable state and local child labor and/or fair labor laws.

The Manager who hires an individual between the ages of 16 and 18 is required to obtain an age certificate or “working papers” from the employee before he or she starts work. The documents must be retained in the employee’s personnel file until the employee’s 18<sup>th</sup> birthday.

In addition, federal law prohibits minors under age 18 to work in occupations that are declared hazardous or to operate hazardous equipment. Your Manager is responsible for designating which equipment is considered hazardous and making job assignments accordingly.

Individual facilities may have requirements that employees must be either 18 or 21 years of age. ARAMARK’s policy will conform to meet the client requirements.

## ***Immigration Reform and Control Act***

Under the Immigration Reform and Control Act of 1986, employers must verify that all employees hired after November 6, 1986 are either United States citizens or are aliens authorized to work in the United States. Your Manager will provide you with an I-9 form at the time the new hire paperwork is completed.

This I-9 form must be filled out and returned to your Manager together with the documents necessary to establish your identity and employment authorization. This verification must be completed within three (3) business days of starting work.

## ***Job Abandonment***

An employee will be assumed to have resigned should he/she fail to personally notify management of an absence for three (3) consecutive scheduled work days or if an employee walks off the job without authorization.

## ***Performance Evaluations***

All employees will be evaluated on their performance at least one time per year.

The performance evaluation is used to record your job performance and will be reviewed with you. It affords you and your Manager an opportunity to discuss your strengths and developmental needs and possible ways for improvement.

Performance evaluations are used as the basis for pay increases but do not automatically result in a pay raise.

## ***Time Records***

Accurate time records are important. When you start work, you will be given a time card or a time sheet and shown the proper procedures for recording your time worked. This time card or time sheet is the record from which your pay will be calculated. It is important that the information submitted is accurate.

Employees are expected to work the hours that they are scheduled. Hours worked in excess of your regularly scheduled hours require management approval.

Your Manager, or a designated supervisor, will initial your time record to indicate management approval.

Please observe the following procedures regarding your time records:

- Punch in at your scheduled start time and only when you are in proper uniform, if applicable, and are ready to begin work.
- Punch out when your shift has ended. Employees should change out of uniform, if applicable, immediately after they punch out.
- You should punch out, and back in again for unpaid break(s).
- Time card or time sheet errors must be reported immediately to your Manager or to the designated supervisor on duty.
- A Manager must approve any corrections or changes. You and your Manager must initial any changes.
- Under no circumstances is an employee authorized to punch in or out (or sign in or out) on another employee's time card or for another employee. This is grounds for disciplinary action, up to and including termination.

- If a manual time keeping system is used, you must sign your time card or time sheet each week. Upon signing the time record, you are certifying that your hours are correct.
- Remember, only your Manager or designated supervisor may make corrections or changes on an employee's time record.

### ***Overtime***

Overtime hours are not scheduled except where necessary to meet operational needs. During a normal work week, the Manager must authorize any overtime, in advance. Should an emergency situation occur requiring overtime, the supervisor on duty has the authority to schedule employees as necessary.

Overtime, at a rate of 1.5 times your normal rate of pay, will be paid to hourly employees for all hours worked over 40 hours per week in accordance with Federal and State laws.

In calculating overtime, only "actual hours worked" are considered. In other words, holiday pay, vacation pay, jury duty hours or bereavement time do not count as "actual hours worked" for overtime calculation purposes.

### ***Meal and Break Periods***

Unless otherwise required by state law, if you are scheduled to work six or more hours in a day, you will be provided with one 30-minute unpaid meal period. The meal period must be taken at the time and in the location designated by your Manager. Any change in time or location of meal periods must be approved by your Manager.

Your Manager schedules breaks when and where appropriate, and work responsibilities take precedence. Breaks will be provided in accordance with state laws.

### ***Work Schedules***

Work schedules are based on the requirements of the operation. Every effort will be made to post a schedule of hours one week in advance.

There may be times when schedule changes are necessary due to absenteeism, operational concerns, and changes in service or other business needs. Your Manager will advise you of any necessary scheduling changes once the schedule has been determined. All employees are expected to share weekend and holiday coverage, if necessary.

Employees are not to make any changes on the schedule itself. Substitutions are to be made by the Managers only, or the supervisor designated by him or her to make such a change. Unauthorized changes made to the schedule will be grounds for disciplinary action, up to and including termination.

# Component Down Time

\*\*\* (FLMs: include your component's policy for handling downtime with regards to the use of accrued vacation pay, unemployment compensation, etc.) \*\*\*

## ***Drug Free Workplace Policy***

ARAMARK is committed to the maintenance of a drug-free work place. This Policy prohibits the use of intoxicants and illegal drugs in the workplace. ARAMARK believes that employee involvement with intoxicants or illegal drugs produces an adverse impact upon the work environment and employee job performance. ARAMARK also feels that involvement in such activities is detrimental to the business.

Under the influence is defined as: the employee is affected by a drug or intoxicant (including alcohol) or the combination of a drug and intoxicant in any detectable manner. The symptoms of being under the influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. (A determination of being under the influence can be established by a professional opinion or scientifically valid test.)

An illegal drug is defined: to include any drug

- which is not legally obtainable; or
- which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This also includes, but is not limited to, marijuana.

Workplace: includes

- The site where the work is done.
- An employee operating an ARAMARK leased fleet vehicle or any other vehicle used for business purposes.
- Whenever the employee is representing ARAMARK.

Prohibitions: The following acts of misconduct are strictly prohibited by ARAMARK.

- Reporting for work under the influence of intoxicants or illegal drugs.
- The manufacture, distribution, dispensing, sale, possession or use of intoxicants or illegal drugs in any manner during working hours, or at any time at the workplace.

Drug Testing: Pre-employment or on-the job medical testing of prospective or current employees is prohibited except when required by law or requested by clients of ARAMARK FSS.

Guidelines for Employees Governed by the Provisions of the Drug-Free Workplace Act:

Pre-award Certification: ARAMARK will provide a pre-award certification to the contracting agency stating that the Company will provide a drug-free workplace and will comply with all other provisions under the Drug-Free Workplace Act.

Policy Distribution: The Manager will distribute to all employees a copy of the ARAMARK Drug-Free Workplace Act Policy. All employees will be required to sign a certification that they have received, read, and understand ARAMARK's Policy on a drug-free workplace, and that they acknowledge that compliance with the terms of this Policy is a condition of employment. A copy of the signed certification will be retained in the employee's personnel file.

Impairment Caused by Legal Medications: Medications legally prescribed by a licensed physician or available over the counter can also affect performance and behavior. Employees should obtain information from their physician regarding any potential impairment that may be caused by such medications and are

required to inform their Manager where impairment potential exists. Employees may be required to provide written statements from their physicians concerning the effects of the medication.

**Employee Obligation:** Employees are required to notify their Manager of any criminal drug statute conviction for a violation involving the manufacture, distribution, dispensing possession, sale, or use of any illegal drug for violations occurring on ARAMARK's property or the property of ARAMARK clients not longer than five (5) days after such a conviction.

**Manager Responsibility:** The Manager will notify the appropriate ARAMARK Human Resource professional, within ten (10) days of receipt by ARAMARK, of any notice that an employee has been convicted of a drug-related offense in the workplace.

**Disciplinary Action:** Within thirty (30) days after receiving notice that an employee has been convicted of a drug-related offense in the workplace, ARAMARK will impose one of the following sanctions or remedial measures on the employee who has been so convicted:

Disciplinary action, up to and including termination; or requiring such an employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

To obtain a complete copy of ARAMARK's Drug-Free Workplace Policy, please contact your Manager.

## ***E-mail, Internet Policy***

### ***E-mail***

It is the responsibility of each end user to take all necessary steps to follow the policies outlined below when using E-mail, whether internally or externally (e.g. the internet, private network). Violations of this policy may result in loss of use, disciplinary action, termination of employment or contract, and/or other serious consequences or penalties.

**Acceptable use:** E-mail is to be used primarily for business purposes. Any personal use must not interfere with normal business activities, must not involve chain letters or solicitations, must not be associated with any for-profit outside business activity, and must not potentially embarrass ARAMARK, damage ARAMARK's reputation, or tarnish its image.

**Content Precaution:** E-mail users must treat E-mail messages as if they were written on ARAMARK letterhead. In addition, E-mails may not contain language, images or sounds that are harassing, intimidating, libelous, defamatory, discriminatory, or threaten physical harm.

**Security:** E-mail messages (especially but not limited to those sent over the internet) may potentially be accessed or viewed by unintended persons. E-mail users must use care when using E-mail to send or receive sensitive or confidential information.

**No right to privacy:** The E-mail system and all messages sent or received by E-mail are the property of ARAMARK. ARAMARK reserves the right to access and disclose all messages sent or received using its E-mail system. ARAMARK, through its system administrators, supervisors, counsel or auditors may review the E-mail messages of end users for system maintenance and administration, as well as to determine security breaches, ARAMARK policy violations, or other unauthorized or illegal actions. ARAMARK may also disclose E-mail messages without prior notice, to either the sender or recipient of such messages. End users should be aware that their deletion of a message might not automatically delete all copies of that message.

**Broadcast Limitations:** All E-mail users must have management approval to use any distribution list for any business purpose. Other limitations on E-mail distribution may be established by ARAMARK from time to time.

**Individual E-mail mailboxes:** E-mail users must not use a mailbox assigned to another individual to either send or receive messages.

**Group (Non-individual) E-mail mailboxes:** An E-mail user must have authorization to use a group mailbox.

**Retention:** E-mail users are responsible for the maintenance of their mailboxes, saving needed messages and deleting unneeded messages. E-mail destruction/retention policies will be adopted and communicated from time to time.

## ***Internet***

Internet access is to be used primarily for business purposes. Any personal use must not interfere with normal business activities, must not involve solicitations, must not be associated with any for-profit outside business activity and must not potentially embarrass ARAMARK, damage ARAMARK's reputation, or tarnish its image.

**Content Ownership:** All content posted on the ARAMARK internet web page is the property of ARAMARK. Internet end users may not establish new web pages dealing with ARAMARK business or make changes to existing web pages without approval from management. Sponsors of web pages may not mention ARAMARK products or services without written permission from ARAMARK.

**Prohibited Content:** The content of anything exchanged via internet access (regardless of its state of encryption) shall be appropriate and consistent with Company policy, subject to the same restrictions as any other correspondence. In addition, this content may not contain language, images, or sounds which are harassing, intimidating, libelous, defamatory, discriminatory, or which threaten physical harm.

**Confidential Content:** Internet end users must be aware of the content of any information contained in data files or correspondence which they are transferring using internet access. Users must not exchange information in unencrypted form that is proprietary or confidential.

**Personal Web Pages:** An internet user must not use ARAMARK's name, logo, or resources in the establishment of a personal web site.

**Government Regulations:** Internet users must comply with federal, state and local laws and regulations governing the import and export of technology, software and data, encryption, and the transmission of personal data across state lines and international borders.

**Copyright Laws:** Internet users must respect copyrights owned by others and use copyrighted materials obtained through the internet only as allowed by law or agreement.

## ***Employee Parking***

Employees must park vehicles in designated areas where available. Do not park your car in the loading dock area, the carports, along curbs marked "no parking" or areas marked with yellow lines. The blocking of driveways, fire exits, garbage bins, etc. is strictly prohibited and cars may be towed at the owner's expense. ARAMARK will not pay parking tickets or reimburse you for parking fines.

## ***Hiring of Relatives / Fraternization***

ARAMARK does not prohibit the employment of relatives. However, ARAMARK does reserve the right to bar a candidate from consideration for employment, or make changes to job assignments, shift scheduling, work duties and job responsibilities in order to eliminate a direct reporting relationship or other potential conflicts of interest in the workplace. For the purposes of this policy, relatives include parents, step-parents, foster parents, spouses, children, step-children, foster children, siblings, in-laws, grandparents, grandchildren, legal guardians and/or other adults residing in the same household. If employees marry and one of the two above-described conditions exists, then an effort may be made to transfer one of the employees to another shift, component, or line of business. If a suitable position is not available, it may be necessary to terminate the employment of one of the married employees. Also, ARAMARK reserves the right to eliminate reporting relationships in situations where a personal relationship may create a conflict of interest in the workplace, e.g., employees who are dating, roommates, etc.

## ***Personal Hygiene***

In no other business are personal cleanliness and appearance as important as they are in food service. A well-groomed employee immediately creates a favorable impression of the services we perform. Our clients, customers and the local health board expect us to maintain strict standards of cleanliness. Subject to applicable law and regulation, the following describes our minimum standards of appearance and personal hygiene.

- Bathe or shower daily; use an effective deodorant.
- Brush teeth frequently.
- Keep your hands away from your face or hair while on duty. If you do touch your face or hair while on duty, wash your hands before returning to work.
- Wash your hands before leaving restroom or after smoking.
- Wash hands between cash handling and food serving or product stocking.
- Wash your hands with antiseptic soap immediately before handling or serving food.
- Cover cuts, rashes and minor skin eruptions.
- Eat and drink only during designated meal or break period and in a designated location; eating or drinking at any other time or in an unauthorized area while on duty is not permitted.
- Do not chew gum or use toothpicks while on duty.
- Smoking is permitted only in areas and at periods designated by your supervisor.
- Spitting or the use of smokeless tobacco is forbidden in any area of a food service operation.
- Jewelry should be kept to a minimum (e.g. small earrings and a wedding band).
- Approved hair restraints are to be worn at all times. Hair must be kept clean, neat and trim.
- Beards and mustaches are allowed; however, they must be trimmed, neat and clean. Beard nets are required in food prep and service areas.
- Acrylic finger nails are not allowed. Finger nails must be kept neat, trim and free of nail polish.

## ***Personnel Records***

It is important that your personnel records be accurate and up-to-date. It is your responsibility to notify your Manager, in writing, of a life status change (i.e. marriage or divorce) or any change in your name, address, telephone number, or number of dependents.

Your personnel records are confidential. These records may be reviewed with your Manager, in accordance with state regulations.

## ***Separation of Employment***

It is important to understand that the employment relationship is considered to be "employment-at-will." This means that both you and ARAMARK are free to terminate the employment relationship at any time with or without cause.

In the event you find it necessary to resign your position or decide to retire, please notify your Manager. Written notification is preferred, and it is customary to give at least two weeks notice so that the company can make arrangements to adjust schedules and find a replacement. Employees who leave in good standing will be given consideration if they wish to return to work at a later date. Separating employees are entitled to receive pay for any unused accrued vacation time up to the maximum amount allowed by the

policy. All company property in an employee's possession must be returned upon separation. Also, separating employees may be eligible to elect to continue medical and dental insurance coverage and pay the full premium cost plus 2% in accordance with applicable laws.

## *Service Credit*

Length of service with the company is the accumulated time worked plus certain qualifying non-working time, as specified below:

- Approved vacation, holiday and sick time;
- An approved leave of absence, provided the employee returns to work on or before expiration of the approved leave, in accordance with the terms and conditions of the applicable leave of absence policy;
- Other non-working time recognized and approved by the Company such as jury duty, bereavement leave, etc.
- The accumulation of service credit ends at the time of termination, however, if an employee is reinstated, an adjusted hire date will be calculated. The adjusted hire date will be used for vacation eligibility and other benefits calculations.
  - A reinstated employee may immediately re-enroll in all insurance plans (i.e. medical and dental) according to plan provisions, and may also be reinstated into the retirement plan if s/he participated prior to termination, subject to the plan provisions. The Plan documents are the exclusive and controlling source of interpretation.
- This policy applies to all regular full-time employees of ARAMARK scheduled to work 30 or more hours per week, 30 or more weeks per year, provided the length of time between the latest termination date and the date of reinstatement is less than the total period of all prior service.

## *Smoking Policy*

The purpose of ARAMARK's Smoking Policy is to establish a standard that respects the preferences of both the smoker and non-smoker employed within ARAMARK and to comply with applicable Federal, State and local laws and regulations.

It is the responsibility of the senior Manager at each ARAMARK site to designate a specific smoking area for employees that is in accordance with state and local laws. The Client may have established a smoking policy that will supersede the ARAMARK Smoking Policy.

**Regulation of Smoking Area:** In order to maintain a comfortable and safe working environment and to ensure compliance with all applicable laws, smoking in ARAMARK offices and facilities is strictly regulated. Employees who smoke in approved areas should exercise reasonable courtesy to respect the preference of both smokers and non-smokers at work.

**Violation of Policy:** Because ARAMARK may be subject to civil and criminal penalties for violations of applicable smoking laws, we must insist on strict adherence to this Policy. Employees who smoke in any non-smoking area may be subject to disciplinary action.

## *Solicitation and Distribution*

Solicitation by one employee of another employee for membership, contributions, funds or other purposes, while either employee is on working time is prohibited.

"Working time" refers to that portion of the workday in which the employee is supposed to be performing actual job duties. It does not include paid or unpaid meal periods or other breaks.

Distribution of printed or written literature of any kind on company or client property is prohibited, except in non-working areas during non-working time and provided that the exchange of this information is between consenting individuals. Working areas refer to where work is actually performed, and does not include lunchrooms and break rooms.

### *Telephone Use*

ARAMARK's telephone lines are maintained and operated for company business and are not for personal calls, except in cases of emergency. Employees who need to make personal phone calls should use a public telephone during their scheduled break.

## *Uniform Policy*

It is very important that all employees present a professional appearance to our clients and customers. An attractive uniform that is neat and clean is an important part of presenting an appropriate image in the workplace. The following policy reflects fair and consistent treatment for all employees.

- All employees are responsible for cleaning and maintaining their uniforms, unless otherwise instructed.
- Employees are responsible for uniforms that are lost, stolen, or damaged due to neglect.
- Terminated employees are responsible for returning their uniforms in clean condition.
- Replacement uniforms may be purchased at employee's expense, as needed.
- Safety regulations require that you wear company approved footwear at all times. Canvas gym shoes are not acceptable.
- Before beginning your work assignment, you must be dressed and in full uniform, including hair restraints.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

### *Workplace Searches*

ARAMARK respects each individual and we do not want to interfere with your private life or activities. In order to maintain safety and efficiency of business operations, and to comply with applicable security policies or procedures, we reserve the right to gain access to or limit employee use of Company or client property or records and to monitor work activities as needed. This includes use of Company or client property such as vehicles, desks, lockers, toolboxes, cabinets, telephones, computers or other similar items. The Company reserves the right to question employees and all other persons entering and leaving the client's premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the client's property. In addition, the Company reserves the right to search any employee's office, desk, files, locker, or any other area or article on the client's premises. In this regard, it should be noted that all offices, desks, files, lockers, etc., are the property of the Company or the client, and are issued for the use of employees only during their employment. Inspections may be conducted at any time at the discretion of the Company or the client. Employees working in, entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who, after the inspection, are believed to be in possession of stolen property, alcohol, illegal drugs, or other

contraband, or who are found to be in violation of ARAMARK's Drug-Free Workplace Policy or Workplace Safety policies, will be subject to disciplinary action up to and including termination.

Likewise, individuals who refuse to submit to a workplace search will be subject to disciplinary action up to and including termination.

## ***Insurance Benefits Programs***

ARAMARK employees working 30 or more hours per week and 30 or more weeks per year are eligible to enroll in a variety of benefit programs that are designed to provide protection for you and your family. Insurance coverage begins the first day of the month following 30 days of continuous active employment.

Upon enrollment, you will receive insurance booklets and certificates of coverage, which provide additional details regarding the plans you select. Both the employee and ARAMARK share in the cost of the premiums.

Each employee should read the official plan documents for all relevant terms, conditions, rights and benefits. ARAMARK offers a broad range of coverage for qualifying employees in the ARAMARK Extras Program.

### ***ARAMARK Extras***

The basic package provides coverage areas from three plans – all at one affordable price.

- Hospital Indemnity Insurance Plan: doctor visits, emergency room and hospitalization benefits
- Best Benefits Discount Program: discounts on physicians participating in the PPO as well as discounts on prescription drugs, vitamins, dental, vision, hearing and chiropractic care.
- Term Life Insurance: \$10,000 in life insurance protection for you. With family coverage, you also have \$2,500 of life insurance for your spouse.

Employees should call 1-888-222-7579 Monday through Friday between 9:00 a.m. to 9:00 p.m. to receive more information. A benefits representative will personally explain your benefit options and assist you in the enrollment process.

### ***COBRA***

Federal law permits an eligible employee to elect to continue medical and dental insurance coverage upon separation from the Company, unless s/he has been terminated for gross misconduct. Similarly, this same law allows an eligible employee's spouse or dependents to elect to continue insurance coverage in the event of death, divorce, separation, or other similar change of status. In such cases, the individual electing coverage must pay the full premium cost for insurance (that is, the employee's portion and the company's portion) plus 2%. Employees are reminded to notify their Managers of any changes in status affecting their spouses or dependents so that the Company may notify these persons of available insurance plans.

### ***Communication***

You are encouraged to communicate your questions and concerns to your Manager. We are convinced that a well-informed employee is a more productive employee.

Your ideas and suggestions are welcome at any time. Many times the person performing the job is in the best position to recognize better ways of doing it. Part of your Manager's job is directing work activities and making sure that the job is performed efficiently and according to the high standards set by

ARAMARK. Honest and open communication is essential if you are to develop a good working relationship with your Manager.

Keep apprised of bulletin board postings for new procedures, changes in work schedules and other notices that might affect your work. If you encounter any problems or need additional information to carry out your responsibilities, talk with your Manager.

### ***Solving Problems***

ARAMARK maintains an "Open Door Policy" relating to all aspects and areas of our operations. As an employee of this organization, you are encouraged to bring your concerns or complaints to a member of management. All members of management are readily available to discuss your concerns and determine an acceptable solution.

All actions regarding a concern or complaints will be fairly and promptly investigated.

If the concerns are related to the actions or behavior of your Front Line Manager or District Manager, contact your regional Human Resources Department. If the concerns are related to ARAMARK's Business Conduct Policy, contact the BCP hotline at 1-800-999-8989, ext. 3246.

An open, informal talk with your Manager is usually the easiest and most effective method of solving problems. If you have exhausted all levels of ARAMARK management within your location and still feel dissatisfied with the result, you may request a meeting with your District Manager or a member of the Human Resources Department. All efforts will be made at this point to reach a mutually agreeable solution.

As a company, we will attempt to handle complaints and investigations on a confidential basis. However, employees must recognize that certain disclosures may be necessary to conduct a complete and meaningful investigation and to achieve an appropriate resolution. Moreover, each employee must cooperate fully in connection with an investigation even where the employee is not the complainant.

Once an employee has filed a complaint with his/her Manager, District Manager or the Human Resources department, retaliation by management or employees will not be tolerated.

### ***Service Award Program***

ARAMARK's Service Award Program is designed to recognize the continuous service of our employees. ARAMARK realizes the value your continuous service brings to the organization and wishes to honor its most dedicated employees.

"Company service" shall begin on the date of hire and include the period of time when an employee is on an authorized leave or on vacation.

ARAMARK formally recognizes full-time employees for five, ten, fifteen, twenty, twenty-five and thirty consecutive years of service. On these anniversary dates you will be given a choice of awards appropriately selected for the occasion.

### ***Holidays***

Employees may be required to work on public holidays. The scheduling of holiday shifts will be at the discretion of the your Manager.

All (**Full-time, Part-time or Both**) hourly employees will receive a total of (**clarify number for your component**) paid holidays a year as in prior years.

ARAMARK's standard designated holidays at this component are as follows:

- **(List designated holidays at your component)**

In order to be eligible for holiday pay, you must work the last regularly scheduled workday before the holiday and the first regularly scheduled workday following the holiday, unless the absence is previously approved by your Manager. Employees who are on temporary layoff or an approved leave of absence are not eligible for holiday pay. Holiday pay will be based on the number of hours you are regularly scheduled to work.

Employees scheduled to work any of the standard holidays will be paid a regular day's pay plus the holiday pay (or two times your normal rate of pay excluding overtime). Scheduled employee's who fail to report to work on a holiday will not receive any pay for that holiday.

### ***Jury Duty***

Employees must notify their Managers as soon as they are called for jury duty so that arrangements may be made to cover work assignments. Employees who are called for jury duty will be granted time off and will be paid the difference between jury duty earnings and regular base wages (excluding overtime or other premium payments). A copy of the jury duty summons and jury duty check stubs must be provided to your Manager immediately after returning from jury duty so your pay may be calculated.

### ***Sick Day Policy – may not apply to unit!***

All full-time employees shall be entitled to accrue one-half day of paid sick leave for each month worked, up to a maximum of thirty (30) days. To be eligible for sick pay, you must notify your supervisor at least one (1) hour before the start of your work schedule unless you are physically unable to do so. A Doctor's certificate may be requested by the Company to verify illness. Sick leave shall only apply to bona fide cases of illness and not to injuries occurring on the job which are covered by workers' compensation.

### ***Leaves of Absence***

ARAMARK recognizes that certain circumstances may require absence from work for medical, family or civic reasons.

At times, you may not be able to plan these absences to avoid conflict with work schedules. As a result, ARAMARK, in its discretion and in accordance with applicable laws, may grant leaves of absence as defined below.

During a leave of absence, no employee may engage in gainful employment of any type. Employees who violate this provision will be deemed to have voluntarily terminated their employment effective at the time that ARAMARK becomes aware of the violation. Employees do not continue to accrue vacation time while on a leave of absence.

#### ***Return to Work***

An employee granted any type of leave of absence must return to work on the first work day following the expiration of his or her leave. If an employee fails to return to work on the first day following expiration of the leave, and a request for an extension has not been made to his or her Manager in writing or in person before the expiration date, the employee will be deemed to have voluntarily terminated his or her employment effective on the first day following the expiration of the leave.

Below is a summary of ARAMARK's leave of absence policies. If you have more detailed questions or are considering a leave of absence, you should contact your Manager.

## ***Family and Medical Leave Act of 1993 (FMLA)***

Days absent from work that qualify under FMLA will run concurrently with ARAMARK Time Away From Work, not in addition to them. FMLA will also run concurrently with any approved leaves of absence and will be considered in the calculation of the one year maximum. When approved by management in its sole discretion, or required by state law, and employee's FMLA covered absence could exceed the Act's guidelines.

### **Types of FMLA Qualified Leaves:**

- Employee's serious health condition
- Pregnancy disability
- Birth of child
- Parent's care of child after birth
- Placement of a child with the employee for adoption or foster care.
- Care of a spouse, child (under 18, unless disabled), or parent (of employee) with a serious health condition.

### **FMLA Guidelines:**

An employee is eligible for up to 12 weeks of leave of absence during any 12 month period if he/she has worked for ARAMARK for at least 12 months and has worked at least 1,250 hours in the past year. If the employee and the employee's spouse are both employed with ARAMARK, they may take an aggregated leave of 12 weeks, unless State law supersedes, this applies for the birth of a child or placement for adoption or foster care of a child with the employees.

Application for a FMLA leave is satisfied if the employee has applied for an ARAMARK Leave of Absence or has made a verbal request to his/her Manager.

The appropriate Human Resources professional must notify employees when their leave is covered by FMLA and that the time being taken counts against their 12 week allotment. If this notice is not provided to an employee, the time taken cannot be counted as part of the allotment.

### **Intermittent FMLA Leave:**

With appropriate medical certification, an employee may take a day periodically or use the leave to reduce the workweek or workday, resulting in a reduced hour schedule.

A Manager's approval is not required if the reason is "medically necessary" such as:

- Unanticipated medical treatment of a serious health condition by or under a healthcare provider.
- Recovery or treatment of a serious health condition by a healthcare provider.
- To provide care or psychological comfort to an immediate family member with a serious health condition.
- A serious health condition which requires treatment by a health care provider periodically, rather than for one continuous period of time and may include leave of absence periods from an hour or more to several weeks.

A joint agreement between a Manager and employee must occur for reasons related to care of a recently born child or placement of a child for adoption or foster care.

**Benefits Continuation:**

At least two weeks before a leave begins, the supervising Manager should prepare a "Continuation of Benefits" form and submit it to the Human Resources professional for approval. For family member related leaves, a copy of the medical certification must be attached to the form.

While the employee continues to receive compensation from the Payroll System, deductions will automatically be made from his/her pay for medical benefits. If the employee is not paid during his/her time away from work, the employee must submit the applicable contribution / premium amounts to ARAMARK. This can either be satisfied by pre-payment or by setting up a payment schedule before the leave begins. For FMLA leaves, payment for those benefits is on the same basis as if the employee were actively employed.

If he/she fails to submit timely payments, benefits will end. He/she will be notified in the event that cancellation occurs.

Time spent on leave does not affect his/her hire date and therefore, is considered as service for the purpose of service awards and vacation.

**Return to Work:**

With certain exceptions, for example "key employees," FMLA guarantees the employee's ability to return to the same job or a job with equivalent status and pay. Exceptions include a reduction in force, reorganization, sale of a business or loss of an account occurs that would have resulted in the position being eliminated even if the employee had not taken a leave of absence.

An employee may also be eligible for an additional leave of absence (separate from the usual 12 weeks covered under FMLA). For non-FMLA leaves, if no job is available in the component at the completion of the leave, the Manager should contact his/her Supervisor and the Human Resources Director to determine if other comparable jobs are available elsewhere within the company. If it is determined that no job is available or if the employee does not choose to accept an offered position, he/she will be terminated for lack of work or for refusal to work, depending on the circumstances.

An employee returning to work from a FMLA leave for the employee's own serious health condition may be required to furnish a fitness for duty certification from his or her health care provider.

***Unpaid Personal Leave of Absence***

Employees who have completed one year of continuous service and who are scheduled to work at least 30 hours per week, may request an unpaid leave of absence if they are unable to work due to personal reasons, including family obligations and education, and only if they do not qualify for FMLA leave. Personal leaves are normally limited to a period of 30 days, upon written application from the employee and with prior management approval. Such leaves may be extended for additional 30-day periods, upon management approval, up to a maximum of one year.

The employee may continue personal and dependent medical coverage during a personal leave by paying the ARAMARK portion as well as the employee's portion of premiums for such coverage. The employee must pay in advance, on a monthly basis, the active employee rate. Failure to make timely payments may result in a discontinuance of coverage. The applicable forms must be completed two weeks prior to the commencement of your leave in order to continue health care coverage. These forms are available at the component, or can be obtained through the Human Resources Department.

If a personal leave is approved, vacation time must be used first as part or all of that 30-day leave. Vacation time may not extend the leave beyond the 30-day period.

## ***Military Leave***

Employees are asked to give Managers as much advance notice as possible if called for reserve training or military duty. ARAMARK will pay the difference between your reserve pay and your regular base wages (excluding overtime or other premium payments) for up to ten (10) days. A statement of your reserve earnings must be given to your Manager so that your pay may be calculated.

## ***Bereavement Leave***

Bereavement leave is intended to allow employees time off, with pay, to attend the wake and/or funeral or to assist with final arrangements for an immediate family member. The immediate family is defined as: parent, step-parent, foster parent, spouse, mother-in-law, father-in-law, child, step-child, foster child, grandparent, grandchild, legal guardian, sister or brother. Employees will receive up to three (3) days of paid time to attend the funeral of an immediate family member. Maximum paid time off will not exceed three (3) regularly scheduled workdays. Employees will receive pay equal to their regular pay (excluding overtime or other premium payments) for the days of their authorized absence. Any bereavement leave in excess of three (3) days or bereavement leaves for persons not within the definition of immediate family members must be requested in writing and are subject to approval by your Manager. All time off for such a leave would be granted on an unpaid basis.

When an employee receives notification of the death of an immediate family member, it is the responsibility of the employee to notify the Manager immediately. Such notice should contain the relationship of the deceased to the employee, the date, time and location of the funeral to be attended, the date and time the employee expects to return to work. Employees may be asked to furnish proof of their relationship to the deceased.

# *Paychecks*

Each paycheck you receive is for the hours worked during the preceding two (2) weeks, and not the week in which you receive the check. Your payday is every other Friday and checks may be picked up from your Manager at the end of your shift or after a designated time.

In states where state law requires weekly paychecks you will be paid weekly and each check will be for the hours worked during the preceding week, not the week in which you receive the check. In these states your payday is every Friday and checks may be picked up from your manager at the end of your shift.

If you think that your paycheck is incorrect, you must inform your Manager immediately. If corrections are necessary, every effort will be made to make necessary adjustments in your next paycheck.

Your paycheck will not be given to anyone else unless requested by you in writing.

ARAMARK is obligated by law to withhold Federal, State and local income tax and Social Security deductions. Other payroll deductions, as authorized by you, may also be withheld from your paycheck. These may include medical insurance, dental insurance, U.S. Savings Bonds, etc.

If you have any questions about your payroll deductions, please ask your Manager.

## ***Direct Deposit***

Direct deposit is available if your financial institution participates. Please see your Manager for the necessary authorization form. When you participate in this program, your paycheck is deposited directly into the account of your choice and you receive a statement of earnings and deductions on payday.

## ***Vacation***

Full-time non-exempt employees who have completed one year of continuous service are eligible to receive one (1) week of vacation. This vacation time will begin to accumulate from the first full calendar month worked. Earned vacation may be taken one year after your date of hire. After their first anniversary date, these employees, will continue to accrue vacation at the rate of 5 days a year (0.42 days/month). After their third anniversary date, they will begin to accrue vacation at the rate of 10 days a year (0.84 days/month). After their seventh anniversary date, they will begin to accrue vacation at the rate of 15 days a year (1.25 days/month).

All vacations must be requested at least two weeks in advance so that they can be scheduled and approved by your Manager.

Vacation must be taken as time off work.

You receive vacation pay based on your regular rate of pay and the hours per week you are regularly scheduled to work at the time vacation is taken. When an employee leaves the Company, accrued unused vacation is paid out, up to the maximum per policy in accordance with state law.

SUMMARY:	<u>Length of Service</u>	<u># of Days Accrued per year</u>
	Less than one (1) year anniversary	0 Days - will receive 5 days on 1 <sup>st</sup>
	After first anniversary date	5 days
	After third anniversary date	10 days
	After seventh anniversary date	15 days

## ***U. S. Savings Bonds***

All ARAMARK employees are eligible to purchase U.S. Savings Bonds through the payroll deduction plan. Each time enough money has been saved to purchase a bond, the savings bond will be mailed to your home address. Cards authorizing these deductions are available through your Manager.

## ***Training***

Most of your training will take place on the job and training will continue as long as you are with the Company. ARAMARK encourages employees to approach training in a positive manner with a spirit of enthusiasm and cooperation.

In-service training programs may be held before, after, or during a work shift. Employees will be required to attend and will be paid for training program participation.

***ARAMARK Academy:*** A strategic initiative has been created called "ARAMARK Academy," which is a standardized training program for all hourly food service employees. The goal of this program is to ensure employees have the skills to boost customer satisfaction. It will also position ARAMARK to expand existing accounts and take advantage of new business opportunities.

The Program includes: Orientation, Kitchen Basics, Guest Service, Food Service Marketing and ARAMARK food concept training.

## ***Workplace Safety***

Because we value you and your safety, we ask that you share the responsibility for a safe work environment. Work safely, be alert, practice good housekeeping, remove potential hazards and follow all established safety regulations.

If you should have an accident or injury while working, no matter how small, report it to your Manager as soon as you are able. Failure to do so may result in disciplinary action, up to and including termination.

Safety is considered an integral and vital part of the successful performance of your job. It is every employee's responsibility to know and understand these general safety rules of our operation.

- Learn the right way to do your job. If you are not sure you thoroughly understand the job, ask your Manager for further instruction. Never use any machine until you are trained in its use.
- Practice safe lifting techniques:
  - Remove greasy substances from your hands. Establish a good grip.
  - When lifting from the floor, keep your arms and back as straight as possible, bend your knees and then lift with your leg muscles.
  - When lifting from an elevation, such as a table or shelf, bring the object as close to your body as possible. Hug it to you. Keep your back straight and lift with your legs.
  - Be sure you have good footing, then lift with a smooth even motion. Do not jerk your body while lifting a load.
  - When the weight is too heavy or bulky for you to lift comfortably, get assistance
- When storing materials on shelves, always place the heavier, bulkier material on the lower levels. Use a stepladder or step stool to obtain materials from storage. Never climb on boxes or storage racks.
- When drawing hot water or coffee from an urn, turn the faucet handle slowly to avoid splashing.
- Use only dry cloths, towels, or potholders when handling hot pans and/or utensils.
- Remove hot container covers slowly so that steam may escape without scalding hands or face.
- While transporting heavy, hot containers get adequate assistance. Be sure the work area is clear of fellow workers and know where the container may be safely placed before lifting.
- Do not engage in horseplay. Do not run. Avoid distracting other employees.
- Use a broom and dustpan to sweep up pieces of glass – never pick up broken glass by hand.
- Pull out the electrical plug before adjusting or cleaning any machine. All appliances should be in the "off" position before being plugged in.
- Do not attempt to repair or adjust any electrical equipment. Report faulty equipment immediately to your Manager.
- Do not overload bus carts or dish trays. Make sure you can see where you are going, using extra care through doorways and around corners. Push all carts, do not pull them. Report any cart in poor condition to your Manager.
- Report all unsafe conditions, accidents, and injuries to your manager immediately.
- Wet floors are a particular hazard. Avoid working or walking on a wet surface. Use "wet floor" signs as needed.
- Safety videos should be viewed during your orientation period and reviewed in accordance with the guidelines set forth by the Risk Management Department.

Violation of any of these safety rules may be grounds for disciplinary action, up to and including termination.

Since time is of the essence during an emergency, you should prepare yourself in advance by familiarizing yourself with your area's recommended evacuation routes and the area in which to meet your supervisor outside the building for a headcount. If you are away from your normal working area during an emergency, there are maps posted throughout the component which note the most appropriate exit routes from each area. If you have any questions regarding your safety at work, please ask your Manager.

## *Workplace Violence*

The Company strictly prohibits violence, threats of violence and/or any other forms of physical or verbal intimidation by employees, regardless of whether it is directed against coworkers, applicants for employment or any other individuals doing business with the Company.

All employees share responsibility for assuring that the workplace is free from violence and intimidation. Any employee who becomes aware of a violation of this policy and/or conduct which suggests that a future violation of this policy may occur should bring this matter to the immediate attention of their supervisor or a member of the Human Resources Department. If the employee is dissatisfied by the handling of the complaint after bringing it to the attention of one or more of these people, the employee should bring the problem promptly to the attention of the Vice President of Human Resources.

The Company encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. All allegations of violence and/or intimidation will be investigated promptly and in as confidential a manner as is consistent with effective investigation. Investigation of a particular incident may include interviewing the employee who allegedly was subjected to the misconduct, the employee allegedly responsible for the misconduct, any third party witnesses and the consideration of any other potentially relevant information. The Company will take appropriate corrective action when warranted.

Any employee who is found, as a result of the investigation, to have engaged in a violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Retaliation in any form against an employee or applicant for employment who exercises his or her right to make a complaint under this policy is strictly prohibited and will itself be cause for appropriate disciplinary action. Acts of retaliation should be reported immediately and will be investigated promptly.

Employees who believe that they need help to avoid engaging in conduct which is prohibited by this policy are urged to seek assistance through their Manager or a member of the Human Resources Department and/or other available resources.

## *Hazard Communication*

ARAMARK has established a hazard communication program for your safety. This program complies with OSHA requirements to provide information to employees about chemical hazards in the workplace. Our hazard communication program includes a safety orientation, information about safe working procedures and a reference file of Material Safety Data Sheets (MSDS). Speak with your Manager if you have any questions.

**Frequently Asked Questions &  
Fill-in-the Blank Topics**

**PAYROLL:**

My classification is: \_\_\_\_\_ (regular full-time, regular part-time, temporary full-time, temporary part-time.)

I will receive my first paycheck on (date) \_\_\_\_\_.

The payroll cycle at my component includes all hours worked in a two-week period from: (day of the week) \_\_\_\_\_ to (day of the week) \_\_\_\_\_.

Pay day is every other (list day) \_\_\_\_\_.

If applicable to my component during breaks and scheduled downtime, i.e. Spring Break, Christmas break, I will be scheduled and paid in the following manner: (Examples: layoff / unemployment compensation, accrued vacation applied to the leave, etc.)

List details below:

**VACATION:**

I am eligible for paid vacation time after \_\_\_\_\_ year(s) of service. After \_\_\_\_\_ year(s) of service, as a full-time employee who works an average of 30 hours per week at least 30 weeks per year, I will be eligible for \_\_\_\_\_ week(s) of vacation. (See page 22 of handbook for more information on vacation.)

**SEXUAL HARASSMENT AND OTHER WORKPLACE HARASSMENT:**

If I feel I have been a victim of harassment or witnessed any conduct that is inconsistent with ARAMARK's Policy on Harassment Free Workplace, I must report the incident to \_\_\_\_\_. If this is not appropriate, the incident must be reported to a member of the \_\_\_\_\_ department. You may also call the Employment Practices Department at 1-800-999-8989.

**CALL-IN PROCEDURE:**

If the event of an unplanned absence, i.e. sick day or other unexpected absence, I must notify my manager directly at least one hour before my scheduled start time.

**WORK SCHEDULES:**

My work schedule is posted (location) \_\_\_\_\_.

**EMPLOYEE PARKING:**

At this component, the designated employee parking is: \_\_\_\_\_.

# Acknowledgement of Receipt

I have received an employee handbook and will comply with the personnel policies and procedures at ARAMARK. I understand that it is my responsibility to review the information contained within this handbook and to seek clarification from my manager where necessary. I further understand that this information is not to be regarded as a contract. I acknowledge that this handbook does not guarantee my continued employment at ARAMARK and that my employment may be terminated by me or by ARAMARK at any time for any reason, with or without cause.

By signing this acknowledgment, I am verifying that I understand that this Handbook replaces any and all previous handbooks and that ARAMARK may make modifications to the contents of this Handbook at any time.

I also understand that failure to abide by the standards of conduct and policies set forth in this Handbook may result in disciplinary action up to and including termination.

---

Employee's signature

---

Date

---

Supervisor or Manager Signature

---

Date

# Drug Use Policy

## DRUG USE POLICY



### DRUG-FREE WORKPLACE

#### PURPOSE

ARAMARK is committed to the maintenance of a drug-free workplace. This policy prohibits the use of intoxicants and illegal drugs in compliance with federal and state regulations. ARAMARK believes that employee involvement with intoxicants or illegal drugs produces an adverse impact upon the work environment and employee job performance. ARAMARK also feels that involvement in such activities is detrimental to business.

#### RESPONSIBILITY

Each Manager has the responsibility to enforce standards of the Drug-Free Workplace Act as defined in this Policy.

### DRUG TESTING

Pre-employment or on-the-job medical testing of prospective or current employees is prohibited except when required by law or requested by clients of ARAMARK.

Guidelines for Employees Governed by the Provisions of the Drug-Free Workplace Act: **Pre-award Certification.**

ARAMARK will provide a pre-award certification to the contracting agency stating that the Company will provide a drug-free workplace and will comply with all other provisions under the Drug-Free Workplace Act.

### IMPAIRMENT CAUSED BY LEGAL MEDICATIONS

Medications legally prescribed by a licensed physician or available over the counter also can affect performance and behavior. Employees may be required to provide a written statement from their physician concerning the effects of the medication.

The assignment of overtime is based on defined standards. All eligible employees will have equal opportunity to work overtime. Per company policy, new employees must be informed if their jobs require frequent overtime. Managers are responsible for informing employees of the standards that qualify them for overtime assignments. Overtime must be distributed equally among personnel performing similar duties.

### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

ARAMARK complies with the guidelines of the ADA in both the design of our facilities and in accommodating the needs of fans and employees with disabilities. ARAMARK is fully committed to equality of treatment in employing individuals with disabilities, disabled veterans and Vietnam-era veterans.



### **SEVERANCE POLICY**

Employees can be released for any number of reasons, from performance to the elimination of a position. However, loss of a job under any circumstance is a traumatic experience. Recognizing this, we offer severance pay to eligible employees who are involuntarily terminated, except under limited circumstances. This payment is intended to serve as the employee's income continuance while the individual seeks alternative employment.

Severance pay will be provided to regular, full-time, salaried employees, who are terminated under any of the following circumstances:

- The employee's position has been eliminated due to a reduction in the workforce, re-organization, or cancellation of a client contract and no reasonable, comparable position is offered
- Unsatisfactory performance, except in cases of willful misconduct, neglect of job responsibilities, or repeated occurrences of grossly inadequate performance

### **SEXUAL HARASSMENT**

Sexual harassment in any form will not be tolerated in the workplace at any ARAMARK partnership. All managers and supervisors at the facility have responsibility for ensuring that employees are not subject to any form of sexual harassment in the workplace.

No supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, compensation, performance evaluations, advancement, assigned duties or any other condition of employment. Other conduct which demeans the dignity of an employee through insulting or degrading sexual remarks or conduct, or which creates an intimidating, hostile or offensive working environment, whether committed by supervisors or non-supervisory personnel, is also prohibited.

Any employee who feels that he or she has been subject to sexual harassment must report the incident immediately to his or her supervisor. If this is not appropriate, the incident must be reported to the next level of management or the appropriate Human Resources Department. Per corporate policy, any supervisor receiving a complaint of sexual harassment must immediately contact the Human Resource Department. An investigation will be conducted and, if warranted, disciplinary action, including dismissal, will be taken.



## SECTION ELEVEN



Résumés

**11**

### IN THIS SECTION

Resumes

*District Manager Candidate*

*General Manager Candidates*

*Concession Manager Candidate*

## RÉSUMÉS

### GENERAL MANAGER CANDIDATES

ARAMARK is pleased to present our candidates for the key on-site management positions of food and beverage services at your facility. Our success as guest service providers will be founded on the capabilities and experience of our on-site management team. ARAMARK's on-site staff organization will provide exceptional services to fans and guests. Each member of staff is an experienced and highly trained service professional with a positive "can-do" attitude and is inspired with a "passion to serve" your guests. Their attitude, dedication, training and experience make our management team the right choice to lead our guest service operations.

- ✔ Under the contract, ARAMARK will be your partners not only at your facility, but in the community as well.
- ✔ We understand both the needs of your organization, and the expectations of the San Antonio civic and business communities. Over the past several years, ARAMARK on-site and corporate management teams have forged relationships with the local business and civic community leaders that will be invaluable in creating a spirit of enthusiastic partnership between ARAMARK and your community.

### GENERAL MANAGER RESPONSIBILITIES

The General Manager and his management team will provide these programs to our facility staff as the requirements of their position dictates, backing up formal education with on-the-job training with an assigned mentor. The Regional Vice President is responsible for ensuring that the General Manager has the resources, support and proper guidance to fully promote, train and implement these quality assurance control systems.

### GM CLIENT DUTIES

- ✔ Assume full responsibility for the Alamodome's food service operation, adhere to all your facility's policies and regulations and develop an effective rapport with City of San Antonio management

### **GM FOOD SERVICE DUTIES**

Control the range of all food service activities, maximize sales with appropriate food, labor, expense and asset control systems and apply knowledge of purchasing, receipt, storage, preparation, sanitation, merchandising, service, and control of food products. Implement high standards of service, sanitation, and employee and customer relations.

### **GM HUMAN RESOURCES DUTIES**

Lead an active but sensitive human relations program, supervise ongoing and effective hiring, orientation and training programs and direct and motivate the employees under his or her supervision.

Exercise decision-making skills in an aggressive and creative manner to meet changing demands at the Alamodome.

### **GM ON-SITE MANAGEMENT**

ARAMARK attracts, recruits and develops some of the best professional managers in our business. Having found the right people, we provide them with the flexibility to use the full range of their own creativity and enthusiasm to develop their operations to their maximum potential. The quality of the General Manager is critical to the success of any support service operation. ARAMARK can assure the City of San Antonio of a general manager with superior food service qualifications, as well as an understanding of your mission and objectives that is unique in our industry.

### **GM MANAGEMENT PROGRAM**

Our policy is to support our General Managers with our corporation's full resources and appropriate modern management tools. We believe that constant feedback of information, both financial and operational, provides the Manager with the operating system to function effectively and efficiently. Our General Managers receives constant supervision, review and appraisal. We can assure you of an ongoing, intensive management inspection of all phases of food service where we swap ideas at City of San Antonio to ensure a higher assurance that all objectives are met and that your satisfaction is maintained.

**TRAINING PROGRAMS**

The General Manager, with the assistance of on-site management and corporate training support, is responsible for implementing our control systems. Examples of these include the following, many of which are discussed in greater detail in the training programs section.

**TRAINING PROGRAMS**

- ▽ Applied food service sanitation program
- ▽ Basic food handling guidelines and procedures for hourly employees
- ▽ Time and temperature control logs
- ▽ Safety and accident prevention training videos
- ▽ Instructional first aid program
- ▽ "Creating Fan Focus" training program
- ▽ ServSafe, TIPS and HACCP
- ▽ Kitchen safety
- ▽ Safe food handling

## SECTION TWELVE



Staffing Charts

**12**



**EVENT PLANNER  
HS BASKETBALL  
4/1/2003**

**Event Info:**    Doors at 12:30  
                   Game at 2:00  
                   Attendance: 20,000

Stand Manager Report: 9:00  
 Stand Help Report: 10:00

**Non Profit**

STANDS	MGRS.	HELP	CASHIERS	TOTAL	POS
103 ARAMARK	1	5	2	8 MBE (Polonco)	2
104 ARAMARK	1	4	6	11 MBE (Polonco)	6
104 Ice Cream	1	2	2	4	2
105 ARAMARK	1	4	1	6	1
107	1	4	2	7	2
107	1	2	4	7 MBE (All-Star)	4
108	1	4	4	9 MBE Rosarios	4
109 ARAMARK	1	1	1	3	1
110	1	10	9	20 MBE All Stars	9
114 ARAMARK	1	5	2	8	2
114I	1	3	3	7 MBE ( William Franklin)	3
114	1	4	4	9	4
115 ARAMARK	1	2	2	4	2
116	1	4	4	9	4
117	1	8	6	15 Polonco	6
118	1	2	2	5	2
119 ARAMARK	1	1	1	2	1
120	1	3	4	8	4
126 ARAMARK	1	6	4	11	4
127 ARAMARK	1	3	1	2	1
129 ARAMARK	1	10	8	19	8
130 ARAMARK	1	4	2	2	2
131	1	8	8	17 MBE (Rosarios)	8
132	1	2	2	5	2

STANDS	MGRS.	HELP	CASHIERS	TOTAL	POS
136 ARAMARK	1	5	2	8	2
137	1	4	2	7	2
137 ARAMARK	1	2	2	4	2
371 Italian Corner	1	3	3	7	3
138 Rosarios	1	4	5	10 MBE (Rosarios)	5
139 Franklin	1	5	6	12 MBE (William Franklin)	6
141 ARAMARK	1		1	2	1
142 ARAMARK	1	8	6	15	6
142 Ice Cream	1	1	2	3	2
143 ARAMARK	1	3	2	6	2
Vend 142 Tex. Finest	1	10	1	12 MBE (Texas Finest)	1
238	1	6	4	11	4
NW Portable Club	1	3	2	6	2
NW Portable Club	1	3	2	6	2
208	1	6	4	6	4
Ice Cream Carts	1	10	10	12	10
<b>Total Staff Requirement:</b>	<b>40</b>	<b>174</b>	<b>138</b>	<b>197</b>	<b>138</b>

**EVENT PLANNER  
CONCERT  
4/1/2003**

**Event Info:** Doors at 12:30  
Concert at 2:30  
Attendance: 60,000

Stand Manager Report: 9:00  
Stand Help Report: 10:00

**Non Profit**

STANDS	MGRS.	HELP	CASHIERS	TOTAL	POS
103 ARAMARK	1	5	2	8 MBE (Polonco)	2
104 ARAMARK	1	4	6	11 MBE (Polonco)	6
104 Ice Cream	1	2	2	4	2
104 Beer Vend Room	1	6	1	8 MBE Texas Finest	1
NEB	1	2	2	5	2
105 ARAMARK	1	4	1	6	1
106 Margaritaville	1	1	3	5	3
107	1	4	2	7	2
107	1	2	4	7 MBE (All-Star)	4
108	1	4	4	9 MBE Rosarios	4
109 ARAMARK	1	1	1	3	1
110	1	10	9	20 MBE All Stars	9
114 ARAMARK	1	5	2	8	2
114I	1	3	3	7 MBE ( William.Franklin)	3
114	1	4	4	9	4
115 ARAMARK	1	2	2	4	2
116	1	4	4	9	4
117	1	8	6	15 Polonco	6
118	1	2	2	5	2
119 ARAMARK	1	1	1	2	1
120	1	3	4	8	4
126 ARAMARK	1	6	4	11	4
127 ARAMARK	1	3	1	2	1
128 ARAMARK Port.	1	1	1	3	1

## 12. STAFFING CHARTS

STANDS	MGRS.	HELP	CASHIERS	TOTAL	POS
129 ARAMARK	1	10	8	19	8
129 Saloon	1	1	2	4	2
130 ARAMARK	1	4	2	2	2
131	1	8	8	17 MBE (Rosarios)	8
132	1	2	2	5	2
136 ARAMARK	1	5	2	8	2
137	1	4	2	7	2
137 ARAMARK	1	2	2	4	2
371 Italian Corner	1	3	3	7	3
138 Rosarios	1	4	5	10 MBE (Rosarios)	5
139 Franklin	1	5	6	12 MBE (William Franklin)	6
NWB	1	2	2	5	2
141 ARAMARK	1		1	2	1
142 ARAMARK	1	8	6	15	6
142 Ice Cream	1	1	2	3	2
143 ARAMARK	1	3	2	6	2
Vend 142 Tex. Finest	1	10	1	12 MBE (Texas Finest)	1
Ice Cream Carts	1	10	10	12	10 Carts
238	1	6	4	11	4
NW Portable Club	1	3	2	6	2
NW Portable Club	1	3	2	6	2
208	1	6	4	6	4
Portable Club east	1	1	1	3	1
Portable East 1	1	1	1	3	1
Portable W	1	1	1	3	1
Portable West 1	1	1	1	3	1
Ice Cream Carts	1	10	10	12	10
301 ARAMARK	1	2	1	4	1
302 ARAMARK	1	7	6	14	6
304 ARAMARK	1	2	1	4	1
305 Vend Texas Finest	1	10	1	12 MBE (Texas Finest)	1
306 Nacho	1	4	2	7 MBE (Polonco)	2

## 12. STAFFING CHARTS

STANDS	MGRS.	HELP	CASHIERS	TOTAL	POS
308 ARAMARK	1	1	3	1	
309 ARAMARK	2	8	4	14	4
310 All-Star	1	6	3	10 MBE All-Star	3
312/313 Aramark	1	2	1	4	1
Dome Dog 1 (312)	1		1	SUB	1
315 All-Star	1	3	3	7 MBE All-Star	3
316 All-Star	1	3	3	7 MBE All-Star	3
318 ARAMARK	1	1	2	4	2
321 ARAMARK	1	1	2	4	2
323 ARAMARK	1	8	6	15	6
325 ARAMARK	1	1	2	3	2
326 ARAMARK	1	8	6	15	6
329 ARAMARK	1	1	2	4	2
331 ARAMARK	1	1	2	3	2
333 Polanco	1	2	2	4 MBE Polanco	2
334 Polanco	1	2	2	MBE	2
336/337 ARAMARK	1		1	2	1
Dome Dog 2 (335)	1		1	2 SUB	1
339 Polanco	1	2	2	5 MBE Polanco	2
340 ARAMARK	1	7	4	12	4
341 ARAMARK	1		1	2	1
343 Nacho	1	2	2	5 MBE Polanco	2
345 ARAMARK	1		1	2	1
347 ARAMARK	1	7	6	14	6
<b>Total Staff Requirement:</b>	<b>81</b>	<b>292</b>	<b>234</b>	<b>366</b>	<b>224</b>

## SECTION THIRTEEN



Payroll Expense

**13**



## PAYROLL EXPENSE

### ALAMODOME WAGE SCALE

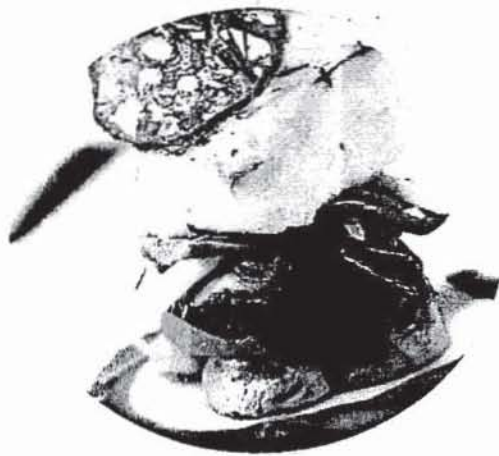
#### SALARIED EMPLOYEES

	Minimum	Mid	Maximum
General Manager	\$33,200	\$49,800	\$66,300
Concessions Manager	\$27,400	\$41,100	\$54,800
MBE Manager/Liaison	\$24,500	\$36,800	\$49,100
Office Manager	\$26,400	\$39,500	\$52,700

#### HOURLY EMPLOYEES

	Minimum	Mid	Maximum
Counter Help	\$5.75	\$7.75	\$9.75
Cashier \$6.00	\$8.00	\$10.00	
Stand Manager	\$6.50	\$8.50	\$10.50
Cook	\$7.00	\$9.00	\$11.00
Warehouse	\$7.10	\$9.10	\$11.10
Receptionist	\$8.00	\$10.00	\$12.00
Supervisor	\$9.00	\$11.00	\$13.00
Office Worker	\$9.50	\$11.50	\$13.50
Accounting Clerk	\$10.00	\$12.00	\$14.00

## SECTION FOURTEEN



Menus

**14**

### IN THIS SECTION

Concessions

MBE Subcontractor Partners

Catering

Suite Services

Club Seats

## CONCESSIONS



*ARAMARK has used its expertise to draft an all-pro lineup of concessions operations for your facility.*

To maintain the existing fan base and capture the next generation of sports enthusiasts, facility and team owners are placing greater emphasis on creating a total entertainment experience - one that complements excitement on the field.

Changes in fan expectations have altered our focus - we no longer simply provide quality food. We have become an integral part of the entertainment experience offered to your fans. Our successful food and beverage programs offer menu concepts that will appeal to the ethnic and cultural characteristics of your targeted customer base.

Our proposal for concessions at the Alamodome is customized to your needs and desires as expressed through your vision.

Built around the cultural heritage and culinary reputation of San Antonio will be signature food and beverage concepts that thematically support your vision for the brand image. Besides being attractively consistent with the renovation design elements at the facility, our concepts will appeal to the buying impulses of your diverse customer base.

As the brands and signature concepts described on the following pages suggest, our concessions program will be tailored specifically to the unique San Antonio-style eating experience. It is designed to deliver the key value propositions important to our partnership: aggressive revenue growth through a program designed to enhance the entertainment experience for the fans.



*Fans enjoying the concessions experience.*

### INTRODUCTION

Marquee names on the team are not the only attraction. Offering a variety of creatively packaged local and traditional favorites is a time-tested method of enhancing the customer experience. We have made a science of combining traditional sports fare with popular entertainment concepts, local flavors, and your fans' favorite food icons. We understand the power of specialty offerings and brand name consumerism, and how the brand loyalty we create with our concessions programs will translate into customer loyalty.



*Sizzling, freshly grilled hot dogs are a staple ingredient in the menu for a satisfying customer experience*

### CREATING A UNIQUE & EXCITING BRAND IMAGE

We understand that creating an effective brand image for the Alamodome will depend on the close collaboration of your organization and your guest services partner. In today's environment, where fans expect to be entertained at all times, your partner will play a vital role in building the brand image in the food and beverage concessions areas that complements your vision.

### TAKING THE ALAMODOME TO THE NEXT LEVEL

Our proposal includes both our proven fan favorites and several unique items and community programs developed specifically for San Antonio by our MBE partner subcontractors. We will initiate an annual job fair as part of our community outreach program. This activity will include speakers to inform and educate potential employees about the Food Service business. Through working with local schools, we will identify potential interns. Programs such as these will allow us to actively seek out new employees and take our community participation beyond just satisfying the standard requirements. We feel this will assure the next generation of community development and grow our partnership within the San Antonio community.



## MBE SUBCONTRACTOR PARTNERS

Our MBE subcontractor partners will bring the following to our menus:

- **All-Star Concessions** - home of the Best Blooming Onion In San Antonio
- **Texas Finest** - producing a mouth watering BBQ brisket sandwich
- **Rosarios** - Tex-Mex specialties with an authentic taste and flair
- **William Franklin** - an awesome sub sandwich (Blimpie subs)

**ALAMODOME CONCESSIONS MENU PRICES**

DESCRIPTION	PORTION SIZE	PRICE
Souvenir Soda (Small)	22 oz.	\$3.50
Souvenir Soda (Large)	32oz.	\$4.50
Bottled Water	20 oz.	\$3.75
Contour Soda	20 oz.	\$3.75
Smoothie	16 oz.	\$6.00
Fruit Juice	20 oz.	\$2.75
Draft Beer	24 oz.	\$5.75
Draft Beer	16 oz.	\$4.75
Domestic Plastic Beer	16 oz.	\$5.50
Domestic Bottled Beer	12 oz.	\$5.00
Import/Premium Bottled Beer	12 oz.	\$5.50
Igloo Margaritas	16 oz.	\$6.75
Igloo Margarita (Bone)	18 oz.	\$9.75
Wine Coolers	12 oz.	\$5.50
Candy		\$2.75
Cotton Candy		\$3.25
Chips	1.5 oz.	\$2.25
Ice Cream Sandwich		\$2.25
Drumstick		\$3.25
Push Up		\$2.25
Cake Cone		\$3.25
Sundae Cup	6 oz.	\$4.25
Hot Dog	8 to 1	\$3.25
Jumbo Dog	5 to 1	\$3.75
Deluxe Jumbo Dog	4 to 1	\$5.50
Footlong	4 to 1	\$4.50
Hamburger		\$4.25

**ALAMODOME CONCESSIONS MENU PRICES**

DESCRIPTION	PORTION SIZE	PRICE
Chicken Sandwich (Fried)		\$5.00
Polish Sausage	4 to 1	\$4.00
Jalapeno Sausage	4 to 1	\$4.00
Nachos	nt68	\$4.75
Ultimate Nachos	3 comp tray	\$6.25
Ultimate Beef Nachos	12 oz.	\$7.00
Euro Baguettes	6"	\$5.75
Chalupa	6"	\$4.00
Onion Bloom		\$5.75
Meatball Sub	6"	\$6.25
Soft Pretzels	5.5 oz.	\$3.00
Peanuts	7 oz.	\$4.25
Popcorn (small)	vb46	\$3.00
Popcorn (medium)	vg85	\$3.75
Popcorn (Large)	v130	\$5.00
French Fries	20 oz.	\$5.00
Chicken Breast Sandwich	5 oz.	\$5.00
Chicken Tender Platter	3 tenders/Fries	\$5.00
Personal Pizza		\$5.25
Coffee	12 oz.	\$2.25

## CATERING



We take great pride in providing service to both you and your guests. Outstanding results can be accomplished by our dedication to the art of entertaining with food...using the finest, freshest ingredients and preparing them well, with consistency and flair....serving beautifully presented foods promptly and graciously in a setting that enhances the occasion.

You will find our catering staff responsive, resourceful and enthusiastic, whether planning refreshment breaks or full service events. Whether large or small, the key to any successful catering event is the attention to detail that our staff is accustomed to providing.

Our menus and presentations are as varied as the clients that we serve. We are able to provide a myriad of services such as:

- Simple coffee services to deluxe theme breaks
- Concession stands to portable food stands
- Buffet meals to formal black tie affairs
- Hamburgers and sodas to filet mignon and champagne
- Western cookouts to exotic theme parties

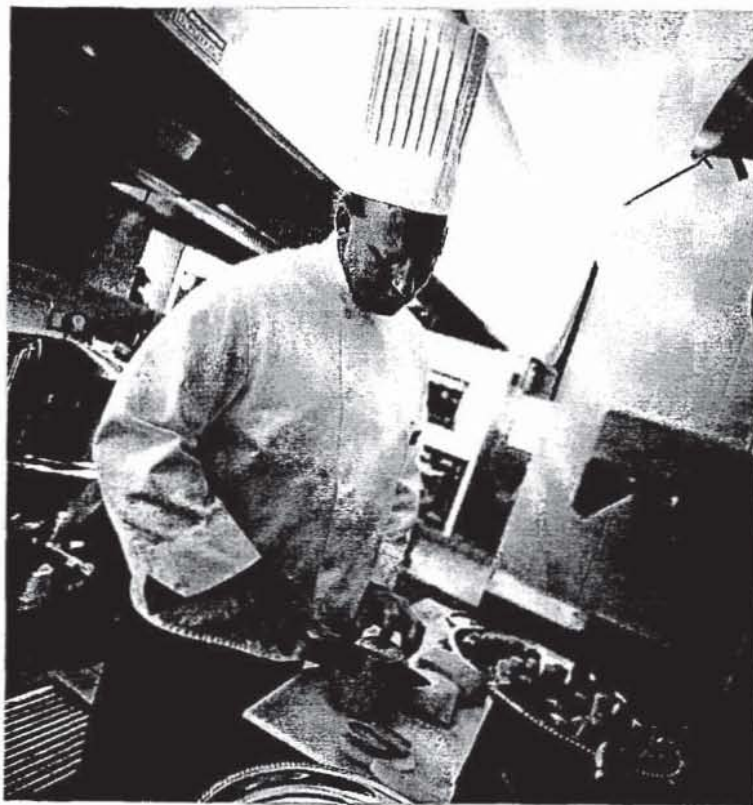
Experience is also present in our management core. Our managers are expertly trained. Numerous company resources are expended to maximize our corporate and human resource functions. At the end of the day, ARAMARK is only as good as our people. The most important part of our management programs is the ability and knowledge of our on-site and regional management people to best use ARAMARK's vast resources. Our local managers will be supported by our VP of National Sales, Regional Executive Chef and Regional Food & Beverage Managers.

While our first and primary operational focus is to deliver extraordinary service at each and every function, we know that first impressions are remembered for a long time. It is our goal to ensure that each and every guest leaves having had a positive experience. We are able to do this because customer focus is at the core of our company's vision.

We'll do it with creative culinary approaches, state-of-the art technology solutions and proven sales and marketing strategies. Great food, great programs, great service!

Most recently, at the Astrodome in Houston, 940 guests lunched on a Mediterranean White Bean Salad with Diced Prosciutto and Sun-Dried Tomato Vinaigrette, Filet Mignon with Jumbo Prawns laced with a Morel Sauce and complemented with a Pyramid Chocolate Mousse Cake. At the Mellon Arena in Pittsburgh, 1,200 guests of Mario Lemieux dined on Chilled Watermelon Soup, Mesquite Smoked Medallion of Tenderloin with Shiitake Mushroom Demi-Glaze. Across town at PNC Park, under the evening sky and a tent the Young Presidents Organization networked with each other while noshing on Baby Lamb Chops, Sautéed Crab Cakes, Lobster Raviolis with Newburg Sauce, Horseradish-Encrusted Tenderloin of Beef, and Sushi. At the Washington State Stadium and Exhibition Center, 12,000 Microsoft employees feasted on a "down home" barbeque during their annual employees meeting.

Our sales staff prides itself on its ability to attract fans to off-season and non-event day the "stadium" after the lights go out and the players go home. Let ARAMARK and its experienced team keep your facility operating and generating profits well after the game is over.



### CATERING PROGRAMS

From the largest Commencement, to a gala event, to the most important Board of Visitors meeting, to a simple gathering of staff for coffee and cookies, ARAMARK will provide a broad scope of superior quality catering services, such as:

- Waiter/waitress served banquets
- Buffets
- Formal coffees or teas
- Luncheons
- Picnics
- Coffee & pastries
- Athletic event parties
- Box lunches
- Customized gourmet dinners
- Elegant receptions
- International taste festivals
- Quality dining for board meetings, development functions and executive dinners



ARAMARK can cater these and a variety of other events more expertly and cost efficiently than an outside caterer. All catering services will be pre-costed and priced. The menu, accompaniments and style of service will be agreed upon before the event. Director of Catering will assist catering patrons in selecting appropriate menus and arranging for each catered function.

ARAMARK also offers catering services for informal events for which only preparation is requested. Coffee, hors d'oeuvres, party trays and baked goods are always fresh, delicious and attractively decorated to suit the occasion.

### **SPECIAL AND CUSTOMIZED MENUS**

We will be pleased to work with you to develop special menus, not outlined in our Catering Guides, and will make available an extensive library of cookbooks and the most recent culinary publications. We have developed for some of our client's menus in various languages, such as: French, Spanish, Italian and German. We also understand your concern for guests with special preferences and dietary needs, and will maintain a journal of those needs to ensure each guest is treated with care.

### **ATTENTION TO DETAIL**

ARAMARK does all the "little things" right, including:

- ✔ Appropriate glassware, china and silver for each event
- ✔ Fresh flowers and décor when appropriate
- ✔ Juices served in clear glass pitchers
- ✔ Linens that fit the party theme
- ✔ Appropriately garnished dishes, right down to the butter
- ✔ Varied serving arrangements for annual functions

### **EVENTMASTER™ - CATERING & EVENT MANAGEMENT**

ARAMARK is well able to meet the demand for world-class event services that satisfy the diverse array of customers found on today's sporting facilities. We are greatly assisted in this task by the use of CBord's EventMaster Software. This valuable tool allows ARAMARK's Event Managers to focus their time and attention on your event . . . rather than on tedious paper work. EventMaster™ coordinates the Event Management Process, combining it into one central database so that everyone involved has access to the most up-to-date information. EventMaster™ reduces administrative time by automatically generating proposals, contracts, invoices and custom sales reports, as well as by providing data exports for use in other software.

Production and Service staffs benefit from the flexible reports available for purchasing, production, delivery and retrieval. Departments can be notified immediately of changes to original event orders so our clients can receive exactly what they want - even if they change their minds.

## SUITE SERVICES



*ARAMARK Premium Services menus offer all types of cuisine, from the exotic to the traditional.*

Your fans will relish having Suite Services available to them at the stadium. They will have access to specially designed menus and dedicated wait-staff service, among many other features. The suites serve as an excellent way to host informal parties or to conduct business away from the office with an out-of-town visitor. The increased revenue generated through Suite Services will surely contribute to the overall success of our partnership.

### SUITE MENUS

Working together with your organization and tapping into the desires of guests, our chefs will develop suite menus that capitalize on popular culinary trends and highlight authentic local cuisine. We look forward to refining these concepts as well as developing new ones based on further input from your organization and guests.

We are pleased to offer the culinary expertise of professionally trained chefs to your Premium Services guests. Our chefs practice their passion for the craft by creating culinary masterpieces with precision and skill. Innovative menu selections, detailed presentation and excellent service from professional wait-staff highlight the culinary experience enjoyed by guests at every ARAMARK partnership.



*ARAMARK Suite Attendants: Our suite attendants pride themselves on superior service*

### DEDICATED SUITE STAFF

We guarantee knowledgeable, dedicated suite attendants who deliver the highest levels of personalized, professional service available to the suite guests. They are trained to manage effortlessly the details and special needs of your guests, such as vegetarian and kosher requirements, birthdays, and last-minute requests.

Eighty-six percent of guests we have surveyed believe that a friendly suite service staff is important. Always attentive to our guests' needs, we pride ourselves on quality service that complements the food served in our suites.

Each attendant is carefully screened to ensure that the individual has prior hospitality experience, an eye for detail, and a pleasant, positive, can-do attitude. Before and throughout the season, our new attendants must complete a comprehensive training program with a goal going beyond simple training of good service fundamentals - they must demonstrate that they have the desire to serve their guests.

Some of the components of our training program include:

- ▽ Training in Hazard Analysis Critical Control Point (HACCP) food safety and handling techniques
- ▽ Alcohol awareness certification (TIPS)
- ▽ Education of menu items, Ingredients and wines
- ▽ Food display and presentation requirements
- ▽ Sales and communication skills seminars
- ▽ In-depth role-playing exercises



*Every suite will be specially prepared in a simple, yet tasteful fashion that reflects the professionalism of a suite experience.*

### **SUCCESS IS IN THE DETAILS**

Your suite guests expect a magnificent experience, conducive to enjoying the occasion and company at hand. Creating that experience starts with instilling the expectation of superior quality in every aspect of our services. From the menu selected to the furnishing of the suite, our attendants focus on creating the experience your guests expect.

Our suite attendants adhere to strict suite set-up and presentation guidelines, customized to your guests' preferences. From the arrangement of food displays to the service ware, every suite will be specially prepared in simple, yet tasteful fashion that reflects the professionalism of a suite experience.

Personalized, value-added amenities can also add a special touch to the guests' experience. Upon request, we can help them select items for any occasion or any guest, whether it is custom serviceware or retail merchandise created especially for an event. No request is too large or too small.



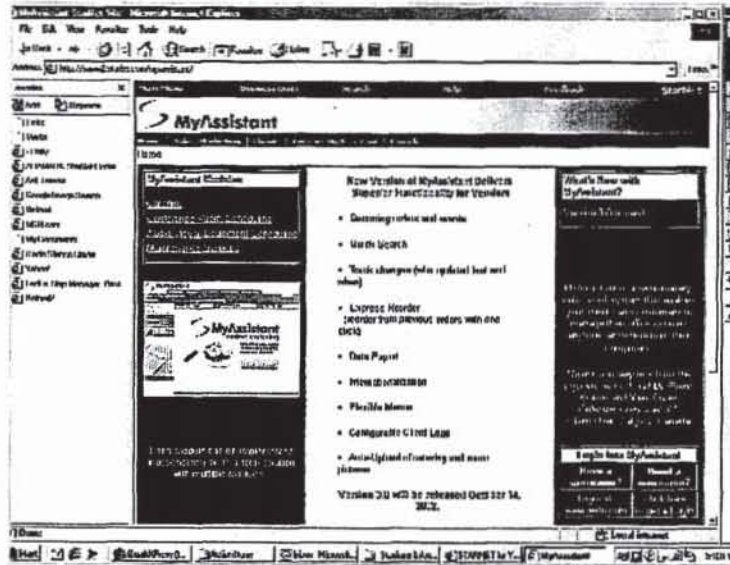
*The Highest Level of Service: At ARAMARK, all our suite attendants must complete a comprehensive training program*

**INTERNET ORDERING**

While the customary method of pre-ordering has been by fax (which will remain an option), we are capitalizing on the Internet explosion with our own online ordering system. A large majority of suite holders still pre-order their food and beverage services by phone or fax, but the Internet, with instantaneous response times and unequalled convenience, is slowly changing these habits.

Surveys of guests indicate more than 75% of our suite administrators have access to the Internet and 60% of them have expressed an interest in placing orders on the Internet.

Preliminary results suggest not only that the Internet speeds ordering, but it also increases sales. We now provide suite administrators with access to complete menus, daily specials and full-color visuals of our menu offerings. Whether it is a carving station, gourmet coffees, or regional concepts, suite administrators can "point and click" their way to an extravagant meal for guests!



*A large majority of suite holders pre-order their food and beverages - ARAMARK's online ordering system makes it easy for suite administrators to "point and click" their way to a memorable meal*

## CLUB SEATS

Fans show their support in various ways. The Alamodome's faithful fans in your Club Seating level may pay higher prices to enjoy great seats and an overall sports entertainment experience. And this is another opportunity to provide your fans with some VIP treatment. Upscale concessions can be found on this level, and will surely appeal to these fans.



## SECTION FIFTEEN



### Branded Products

15

#### IN THIS SECTION

Product Branding

Brand Name Recognition

Branded and Non-Branded Themes

## PRODUCT BRANDING



As consumers, we like to know what it is we are buying. Despite our reputation as an industry leader in managed services, we know we are only as good as our last event. Call it image, if you will. But different guests are welcomed at your facility every night, representing repeated opportunities to impact the customer. Each of those opportunities gives our partnership the potential to maximize revenue, increase your exposure in the marketplace and create a favorable impression in the fans' minds.

### SUB-CONTRACTING THIRD PARTY FOOD AND BEVERAGE CONCESSIONS



ARAMARK recognizes the importance and value of national, regional and ARAMARK in-house brands. It is our intent with the approval of The Alamodome to offer brand name products at its events. The following list depicts our national, regional and ARAMARK branded concession products. We have focused on quality and a rich history of performance when selecting these products. ARAMARK will continue to use those brand name products that The Alamodome has developed strong relationships with and will seek to introduce others. A proposed offering our national, regional and ARAMARK brands are listed below.



### OUR BRANDING STRATEGY

It is along these lines that ARAMARK bases its strategy of Product Branding. In our case, this concept links an individual's positive dining experience with a specific name brand. Without a doubt, a majority of your fans have had a quality meal at Pizza Hut or a cool treat from Carvel. When they see such well known signs at the Alamodome, our intent is for them to clearly recall their experience. This in turn will cause them to buy the product again and again, resulting in a satisfied fan and a successful partnership on a regular basis.



It sounds simple enough, but branding is an essential element of all sales and marketing campaigns wishing to turn a profit on a regular basis. Consider some typical experiences with the most well known companies on the market.

- ▼ **At the supermarket:** For years, no thirst has been too big for the soft drink giant known worldwide as Coke.
- ▼ **At the ice cream shop:** Carvel has made a mark in this industry with well known products quickly associated with their name.



**At the water fountain:** The market has opened up for this commodity in recent years, and several national and international brands of bottled water have flourished.

**At the dinner table:** Sunday is pizza night in your house. And the whole gang knows who delivers. One large with peppers and olives, and don't forget the breadsticks.

**THE ARAMARK GAME PLAN FOR BRANDING**

The branding plan we have developed contains two elements to help our partnership grow and prosper throughout the years. One goal is to provide concessions and concepts which will be consistent with your ideas for the overall entertainment experience at your stadium. For example, you surely want to present a theme to portray the unique regional personality of San Antonio and apply it to your stadium. Certain ideas we have will serve as a backdrop and a supplement to this theme, whether it includes a regional food item or the design of the permanent concession stands. Our partnership approach, not to mention our years of high-level managed services experience, ensures a concessions and concepts plan that benefits both of our parties in this manner.

The goal is choosing the branded concepts and ideas that your fans will recognize and buy repeatedly. Through extensive market research, customer surveys and demographics studies, we determine those with the most long-term value and the guarantee of buyer loyalty for the duration of our no-limits partnership. The products effortlessly fulfilling the demands of customers appear in the win column night after night. The obvious results of these victories are significant sales and an impressive bottom line. You can count on it.

Another ARAMARK option to accommodate your fans' needs is through our own proprietary brands. Today, we offer more in-house brands than any other food service company. Our exciting dining concepts increase sales, customer counts, and average check amounts at facilities across the country.

**PAN GEOS**



**THE REWARDS**

At ARAMARK, we are experts in creating branded concepts to enhance the entertainment experience of fans and increase your profitability. In each of our stadium and arena partnerships and across ARAMARK lines of business, we have developed hundreds of successful branded concepts. Familiar names, colors, and aromas mark an easy path to our concessions areas for fans to find their favorite snacks. Whether it is development of proprietary concepts or utilizing a national brand already popular with our fans, we have the proven expertise to fully develop and integrate a successful branding campaign for concepts at the Alamodome.



### **THE "RED BELL MICROBREWERY" IN PHILADELPHIA'S FIRST UNION CENTER**

Sports fans have discriminating palates, particularly when it comes to the beer they want to enjoy during a game. In the mid-1990s, market fragmentation in the beer industry between domestics, imports and premium labels created a profitable niche for the microbrewery concept. Capitalizing on this concept, ARAMARK and our partners at the First Union Center created the Red Bell Microbrewery for fans. They immediately took to this upscale concept and it has become the gathering place for Philadelphia's sports fans.

### **TASTE OF THE NHL**

This popular food concept lets fans sample regional fare from the visiting team's hometown or home rink. Get an Alaskan king crab cake at Madison Square Garden, a Philly cheese steak in San Jose, or a Tex-Mex treat in Detroit's Joe Louis Arena.

This successful concept generated an additional \$1 million in revenue for one of our partners in its first year. It has been so well-received by fans, variations are offered in many of our operations.

The success of these concepts is based on an understanding of who our target fans are, what unique needs or desires they have, and how we can consistently deliver a set of experiences that addresses those needs. Everyone wins with our product branding strategies. Fans are treated to an enhanced entertainment experience. Our fans enjoy a reputation for a world class facility and our partnership enjoys increased revenues.

## BRAND NAME RECOGNITION

There's no arguing with success. National brand companies have made their names household words across America.

The current configuration of brands is a current menu of choices in the ARAMARK portfolio. Brands reflect our commitment to broaden our customer base and increase satisfaction.

### NATIONAL BRANDS

ARAMARK has licensee/franchisee agreements with the following:



The correct mixture of national, regional, local and ARAMARK proprietary brands provides the best formula for satisfaction and success. ARAMARK will work with the Alamodome staff to assure the program is mutually satisfactory and beneficial.

## BRANDED AND NON-BRANDED THEMES

### REGIONAL BRANDS

As the world leader in managed services, Aramark brings to the table several well-known and respected Sub-Contractors and suppliers. It is through our successful relationships at other venues with these partners, that we hope to further enhance the guest experience at Alamodome. The following partners were chosen due to their proven quality and service at our other San Antonio area venues.



- ✔ **Blimpies** - Home of the well known and much asked for sub sandwich
  - Hot and Cold Sandwiches
- ✔ **Chelsea's** - Known all over town as a delicious sandwich
  - Sandwiches

- ✔ **Pizza Hut**
  - Personal Pan Pizzas

- ✔ **Java City Coffee**
  - Specializing in Cappuccinos, Espressos and Ice Coffees

- ✔ **Rosario's** - Tex Mex specialties with an authentic taste and flair
  - Authentic Tex-Mex

- ✔ **Igloo** - The place to go for refreshing frozen drinks

- ✔ **Krispy Kreme** - Everyone's favorite donut that you can't get enough of

**City™**



**ARAMARK BRANDED CONCEPTS**

In addition to our national branded concepts, ARAMARK brings to the Alamodome several of our own very popular and creative branded concepts. Many of which have proven to be very successful both locally and nationally.

- 7 **Top Dogs**
  - 4x1 Hotdog's topped with your choice of many toppings
- 7 **Island Oasis**
  - Frozen Margaritas and Daiquiris along with Domestic Bottles Beers
- 7 **5W Burrito**
  - Chipotle-Style Burrito
- 7 **Fresh Popped Popcorn**
  - Popcorn portable popped fresh on the facility
- 7 **Beers of the World**
  - A variety of Domestic, Import and Micro Beers



## SECTION SIXTEEN



Sponsorship Assistance

**16**

## SPONSORSHIP ASSISTANCE

ARAMARK Corporation is able to provide influential assistance in your efforts to secure additional sponsors for the Alamodome. Through our ties with a myriad of national brands, we can contribute to your sales effort with introductions, contact names and support. Furthermore, because we operate at many other high-profile sports and entertainment facilities, we can leverage those relationships to maximize our partnerships.

We can draw from other packages we have generated to develop new concepts for your potential sponsors. This creative role can range from generating the initial concept to developing collateral materials and implementation of the plan. Naturally, we would work closely with your marketing staff in this collaborative effort to bring new sponsors to the Alamodome.

## SECTION SEVENTEEN



### Training Programs

**17**

#### **IN THIS SECTION**

Training Programs

Alcohol Awareness Program

## TRAINING PROGRAMS



The existing ARAMARK operation at the Alamodome includes an extensive training program in the important areas of customer service, techniques for effective alcohol management, maximizing sales volume, and operations. Much of this program is described in Section 10 of this RFP response. An overview of our operations training component is included under this section. In addition, a complete training manual, developed specifically for the Alamodome, is available in the General Manager's office. The sheer volume of this material prevents us from including it in this proposal. Should you wish to review the manuals, we would be happy to make the necessary arrangements.

Most importantly, we recognize that our most valuable asset at this and every operation is our people. An energetic and well-trained staff will work more effectively and produce superior results for the client. Because of this core value, we provide opportunity for growth and a career management program that motivates our personnel. These programs range from fundamental operations training for front-line workers, to management and leadership development programs that inspire and elevate individuals. Because we offer such outstanding opportunity, ARAMARK is able to recruit, hire, retain and promote the best employees. We look forward to the opportunity to put this team to work for you.

### **OUR TRAINING STANDARD OPERATING PROCEDURE (SOP)**

*"Wanted: Enthusiastic and dedicated service professionals with a passion to serve"*

These are essential personal attributes for every one of our employees, management and hourly, who will manage the food and concessions operations at your new facility. We know how to find these individuals, but to keep them and make them effective team members, we complement their personal attributes with the right tools and skills. Our training programs are the first step in developing the complete ARAMARK service professional.

In the dynamic and often complex environment of a large entertainment facility, thorough and accessible standard operating procedures are crucial to optimizing your facility's capabilities as well as managing operational risk. We have developed our own comprehensive training programs that describe the primary competencies of our organization, as well as the reason why we are always able to attract the best employees: superior fan service, quality food service operations, and professional development opportunities.

Meeting our service expectations and exceeding yours requires fan service training programs that are innovative, interpretive, and engaging. They have to maximize the usefulness of limited training time, make interesting the sometimes mundane, and inspire our employees with a passion to serve. Keying on those objectives, we developed the Creating Fan/Customer Focus and Retail Train programs to give our employees the right tools to deliver superior fan service.

### **CREATING CLIENT FOCUS**

Our Creating Client Focus training program is one of the first steps in every new employee's training regimen. Designed primarily for front-line staff, its training modules are built around the concept that every interaction with a guest leaves an impression that affects the entertainment value of his or her experience. Creating the "tell a friend" level of excitement in your fans today means we have to exceed guests' expectations. Our Creating Client Focus program ensures we meet this goal.

- A task force of the people who know best about meeting fan needs developed the Creating Client Focus program - our "Fresh Eyes" team and marketing consultants. Delivered to employees in different sessions, it is broken down into two primary modules: "Sales and Service" and "Increasing Sales."
- The Sales and Service module teaches employees the fundamentals of proper guests service such as providing prompt assistance, managing multiple fans, maintaining a proper attitude, coping with difficult situations, and proper greetings and closings to the sale.
- The Increasing Sales module is designed to give employees the tools to maximize every sales opportunity without pressuring guests. They are taught how to identify a fan's needs through subtle questioning, suggestive selling techniques, and properly closing the sale.

Creating Client Focus is a valuable tool in the manager's training program inventory. The curriculum is interactive, consisting of team-oriented role-playing, videos, and standardized lecture components.

### **TRAIN THE FUNDAMENTALS - FOOD SAFETY & HANDLING**

**Operational training** provides the building blocks of our success at every location. Through these programs, we provide our employees with the tools to ensure that our working environments are the safest, our services are the most efficient and our employees the most productive. Additionally, they guarantee that all of our operations are compliant with applicable federal laws and regulations governing food handling and food service in a public facility.

A **comprehensive orientation** accompanied with a review of the Employee Handbook launches every individual's tenure as an ARAMARK employee. The purpose of the orientation and handbook review is to familiarize the new employee with our respective organizations.

The **Employee Handbook** is an important reference tool to help new hires understand their rights and obligations as an employee of ARAMARK.

### **CREATING A SAFE ENVIRONMENT**

Your fans and our employees have something in common: both come to your facility expecting a safe and friendly environment. Our training program never loses sight of this objective and we provide our employees with tools and training that ensure the service and accommodations in your facility managed by ARAMARK meet or exceed every safety standard in the industry. The following paragraphs highlight the major training programs currently employed by ARAMARK.

- ✓ **Safe Food Handling** - A video and classroom participation series of modules based on the ServSafe Applied Food Service Sanitation Certificate course. Effective tools for risk management, these modules cover such areas as food safety, personal hygiene, receiving and storage, preparation, cooking, food service, proper cleaning and sanitation.
- ✓ **HACCP (Hazard Analysis Critical Control Point)** - Preventing food-borne illness is a major concern to ARAMARK. Our HACCP training provides a more specific and critical approach to the control of microbiological hazards than achievable by traditional inspection and quality control. We are currently the only provider in the managed services industry to install HACCP training at every one of our partnerships.

- ✓ TIPS (Training for Intervention by Servers of Alcohol) - This hands-on certification program teaches alcohol servers how to handle fans who have had too much to drink. A video series with intensive role-playing gives ARAMARK employees valuable training in this sensitive area. Each ARAMARK account maintains at least one certified TIPS trainer.

Kitchen Safety - This is an interactive program led by local management to assist them with training of employees on creating a safe work environment. As a team, they identify potential safety hazards in the workplace and learn to manage or avoid them.



### **CAREER MANAGEMENT PLANNING (CMP)**

Studies also have shown that individuals most likely to leave an organization do so within the first 12 months. Consequently, our professional development begins during the new employee's induction process and continues throughout his or her career with ARAMARK. Our principal tool for managing the development of employees is "Career Management Planning" (CMP). CMP is used to track each individual's performance in his or her current job and to assess developmental needs for future advancement. It gives the organization's leadership information essential to identify the individual's remedial, developmental or growth needs. These needs are matched against a wide range of available training programs. Brief descriptions of these programs follow.

### **LEADERSHIP, EXCELLENCE, AND DEVELOPMENT (LEAD)**

This program is designed to teach newly-hired or newly-promoted managers about their roles and responsibilities in the ARAMARK organization. It is based on action-learning principles, through which new managers perform all the regular tasks of component managers in a real-life environment, with an assigned mentor providing guidance. Training seminars and workshops augment on-the-job experience.

LEAD training includes modules covering: orientation, communications, marketing and merchandising, sanitation, human resources, catering, food production management, accounting and safety and security. Certified managers for ARAMARK conduct all training and each participant is assigned a coach for the duration of the program.

### **LEADERSHIP DEVELOPMENT PROGRAM (LDP)**

LDP objectives are to increase leadership skills and improve the ability to handle other managers. This is a four-day course for front-line managers and staff managers and includes both financial and operation management coursework. Some of the courses included are: best practices of the best leaders, leadership development survey, development planning, situational leadership, leading change financial management and creating unlimited partnerships.

### **ADVANCED LEADERSHIP DEVELOPMENT PROGRAM (ALDP)**

ALDP is designed to prepare developing General Managers in our operations for the next level of responsibility who have demonstrated the potential to assume responsibility for complex, multi-service or multi-unit responsibilities. The course covers areas such as: leadership development planning, interpersonal effectiveness, strategic account analysis, financial management, client relations, change management, and presentation skills.

### **STRATEGIC LEADERSHIP INSTITUTE (SLI)**

The SLI's primary directive is to give tomorrow's leaders a taste of the strategic decision-making and management skills necessary to guide our organization in the dynamic, competitive business environment. Created in partnership with Penn State University, SLI is offered to developing mid-level management from all lines of business. Some of the program topics include: outdoor leadership experience, strategies for business development, relationship management, marketing and pricing, analysis for growth, strategic alignment and communication and vision into action.

### **EXECUTIVE LEADERSHIP INSTITUTE (ELI)**

Created as a professional development course for our senior leadership, ELI explores new management concepts and applications of new methods and analysis to business problems and opportunities in the managed services industry. Leaders from throughout ARAMARK Corporation participate and contribute their knowledge and experience to developing practical solutions for real issues facing our industry. Some of the course topics include: leadership through teamwork, managing cycles of change, the challenge of service excellence, market analysis, business development plans and programs improved decision-making, systems thinking, fact-based analysis, organizational alignment and financial management.

## ALCOHOL AWARENESS PROGRAM

### **ARAMARK PROGRAMS ALLOW FANS TO ENJOY THEMSELVES -- RESPONSIBLY.**

ARAMARK has taken the lead in promoting responsible drinking with an assortment of alcohol awareness programs including a company-wide alcohol service program entitled, "ARAMARK Serves You Right!," in place at the nine Major League Baseball stadiums and all of the other sports venues where ARAMARK manages food and beverage services.

"ARAMARK has developed and implemented the highest possible standards for the service of alcoholic beverages at the facilities we serve," said Charles Gillespie, President, ARAMARK Sports and Entertainment. "The 'ARAMARK Serves You Right!' campaign has demonstrated over the past 10 years ARAMARK's commitment to promoting responsible alcohol beverage service."

The "ARAMARK Serves You Right!" program guidelines are extensive and include the following:

- 1) a requirement for proper age identification;
- 2) a limit on the number of alcoholic beverages served to any one customer per transaction;
- 3) established cut-off times for alcoholic beverage sales and service;
- 4) service personnel, cashier, security officer and management staff training in a recognized alcohol awareness program with periodic follow-up;
- 5) a policy acknowledgement letter presented to and signed by all premium suite holders
- 6) proper signage to state alcoholic beverage policies and procedures posted at each point of service or displayed by each vendor; and
- 7) one compliance supervisor present for each ten concession stands and one for every 25 vendors at all events.

ARAMARK also utilizes a formalized training program for servers of alcohol called T.I.P.S. (Training for Intervention Procedures by Servers of Alcohol) and is a part of the T.E.A.M. (Techniques In Effective Alcohol Management)

Coalition of National Highway Traffic Safety Administration, sports organizations and corporations, which includes, among others, Major League Baseball, the National Hockey League, the National Basketball Association, the National Football League, NCAA, the IAAM, CBS, Fox Broadcasting, and M.A.D.D.

In conjunction with "ARAMARK Serves You Right!" policies, other programs are often in place at ARAMARK-managed sites to promote the responsible consumption of alcohol including "The Designated Driver Program," in which drivers must complete a form at a Designated Driver Pledge Booth and present a valid driver's license. Drivers are then given a wristband to signify their participation and coupons for two free soft drinks. For this program, an attempt is made to work with local Mothers Against Drunk Driving (M.A.D.D.), Students Against Destructive Decisions (S.A.D.D.) or similar organizations to enlist their support for the program.

## SECTION EIGHTEEN



List of Corporate  
Officers

18

## CORPORATE OFFICERS

The proposal will be executed in the name of ARAMARK Sports and Entertainment Services of Texas, Inc. The list of corporate officers is provided below.

<u>Name</u>	<u>Office</u>
<b>Elizabeth B. Cartmell</b>	Director
<b>Betty McCann</b>	President, Treasurer, Assistant Secretary, Director
<b>Diane Sullivan</b>	Vice President, Secretary, Assistant Treasurer, Director

## SECTION NINETEEN



### Event Information Recap

**19**

**IN THIS SECTION**  
Event Information Recap  
Reporting

## EVENT INFORMATION RECAP

ARAMARK will provide the Alamodome with event information recaps similar to those shown on the following pages. These include daily and weekly sales reports, as well as monthly commission statements. Any changes to the information provided or its format will be coordinated with your management prior to implementation. We will be glad to work with the your organization to provide additional information and develop new reports as requested.

We have enclosed a sample event information recap for your review.



# EVENT SALES REPORT

DATE: \_\_\_\_\_

DAY: \_\_\_\_\_

EVENT: \_\_\_\_\_

ATTENDANCE: \_\_\_\_\_ PER CAPITA: \_\_\_\_\_

CONCESSION SALES: \$           -

M.B.E. SALES: \$           -

CONCESSION SUB-TOTAL: \$           -

CLUB LEVEL CONCESSIONS \$           -

SUITE FOOD SALES: \$           -

SUITE ALCOHOL SALES: \$           -

CATERING FOOD SALES: \$           -

CATERING ALCOHOL SALES: \$           -

CLUB LEVEL SUB-TOTAL: \$           -

TOTAL SALES: \$           -



## REPORTING

### MAKING THE MOST OF INFORMATION TECHNOLOGY

To deliver our vision of unparalleled management systems, ARAMARK employs a full-time staff of Information Technology professionals. Regionally, dedicated Business Systems Analysts work with management to identify and implement all technological needs. These include project management, system design, training and support.

Software Application Developers design, code, and upgrade and maintain PC-platform software using industry standard tools. Systems Trainers provide complete training at regional centers. They also provide on-site system help. Support Coordinators operate a remotely-accessible 24-hour, seven-day Help Desk for over 1,000 ARAMARK users. The Help Desk also provides quality assurance and software control and distribution.

ARAMARK provides total accountability for client and customer; nothing less is acceptable. Full accountability is critical to success and growth.

We use cutting edge reporting technologies to free our managers from routine tasks and allow them to focus on customer service, employee training, improvements, and menu planning and innovations.



## **ARAMARK COMPUTER SYSTEMS**

We operate and update computer systems for:

- ✓ Accounts payable and receivable
- ✓ Analyzing inventories and capital assets control
- ✓ Controlling forecasts, purchasing, production, recording and cost comparisons
- ✓ Determining "market basket" price indexes
- ✓ Determining menu nutritional contents
- ✓ Operating statements
- ✓ Payroll preparation
- ✓ Routing deliveries of goods and supplies
- ✓ Scaling recipe quantities

## **PROCEDURES THAT STREAMLINE**

To accommodate our clients' busy schedules and provide accurate, quality reports, we have developed several accounting procedures. These allow us to streamline operations, keep costs in line, and guarantee high-quality accuracy.

## **OPERATING PLAN**

We commit to an annual operating plan for each client. At the start of each year, we provide itemized monthly income-expense forecasts, plus projections for working capital and fixed assets. Unit managers prepare their own operating forecasts within approved budgets.

## **OPERATING REPORTS**

Operating Reports provide essential data for ARAMARK and our clients; combined with local weekly operating information, they are used to monitor the fiscal health of each location.

- ▽ Weekly Operating Reports - summarize sales and costs for accurate, up-to-date review
- ▽ Monthly Operating Reports - computer printout of combined service operations
- ▽ Weekly Invoice Record - in-house list of product invoices, the source documents for costs
- ▽ Daily Sales Worksheet - prepared for each cash register to track overages/shortages; used to predict labor needs or in recommending service hours changes
- ▽ Daily & Labor Schedules - summarize man-hours per location (full- and part-time)

## **RESOURCE CONTROL FORMS**

Cashier envelope, daily cashier log, daily sales record, weekly sales record, petty cash voucher, daily petty cash audit, order-receiving book, inventory summary, weekly invoice register, inter-unit requisition form, master menu form, food production records, unit labor schedule, weekly labor recap, and manpower summary reports

## **TAX RECORDING**

Taxes are calculated automatically using data provided by the corporate tax department to the accounting department.

## **FRINGE BENEFIT ACCRUALS**

Each location provides benefits information to the accounting department for accruals calculation. Accrual amounts will differ from operation to operation.

## **COST ACCOUNTING**

Actual prices per invoices and inventories are used for recording costs using accrual method accounting.

**DEPRECIATION AND INVENTORY CALCULATIONS**

Our independent certified accounting firm, Asset Management Services, Philadelphia, calculates straight-line depreciation. Inventory is calculated "First In, First Out," using the most current invoice pricing. Physical inventories are taken weekly and sent to ARAMARK headquarters monthly.

**INSURANCE ACCRUALS**

These are calculated automatically based on an allocation from ARAMARK headquarters using sales and number of applicable motor vehicles and vending machines.

**INTERNAL AUDITS**

To ensure compliance with ARAMARK's accounting procedures, your operation will be audited by various staff members. Each General Manager is required to perform an unannounced audit of each account at least yearly. Our regional controller and corporate internal auditors also perform unannounced audits.

These audits are conducted to safeguard assets and ensure proper operation, and an overview is made of the entire operation. Findings are included in an audit report that requests corrective action. Audits are sent to the Regional Vice President for that account. All procedures are also reviewed regularly by KPMG.



**MANAGEMENT REPORTING SYSTEM (MRS)**

MRS incorporates cash and charge sales, invoicing, and accounts receivable information. MRS captures and calculates data to produce clear and accurate financial reports and minimize paperwork. Statistics are generated to help our managers track cost trends, productivity, and other key data, enabling them to quickly adapt to new developments.

Each week the Cash and Charge Sales Report is transmitted. On a monthly basis, the Period Report, Tax Report, and Expense Summary are transmitted. The system will automatically print the reports for each location to ensure the manager has the same information that the staff accountant has received.

At corporate headquarters, the information is imported into Oracle® Financial. By establishing a "map" between the Oracle® Chart of Accounts (COA) and the Chart of Accounts in MRS, our legacy field financial reporting system, we are able to minimize the training and disruption that could have been caused by our front-line managers having to learn a new accounting system.

MRS financial statements contain the operating and statistical data needed to manage each account efficiently. The data is prepared locally to reduce the end-of-month closing cycle.



### **FIELD DATA COLLECTION SYSTEMS SAVE TIME AND REDUCE COSTS**

Our Field Data Collection (FDC) Systems provide electronic gathering and transmission to ARAMARK headquarters of payroll and accounts payable data. This eliminates manual preparation, significantly reducing errors in clerical time and handling costs. FDC systems also track expenses for accounts payable, payroll, and transfer journal entry.

#### **PAYROLL**

A weekly payroll register is used at each location. Hours worked are recorded and categorized as regular or overtime, including vacation and holiday pay. Each register is transmitted to ARAMARK corporate headquarters. Our fully computerized payroll system automatically calculates, withholds applicable taxes, and submits returns to all taxing authorities.



## SECTION TWENTY



Creative Design  
Concepts

20

**IN THIS SECTION**

ARAMARK Design Solutions

## ARAMARK DESIGN SOLUTIONS

Our food facility design professionals at Design Solutions will play an integral role in transforming your vision into reality.



ARAMARK Design Solutions (ADS) is an organization of professional planners, designers, custom fabricators, equipment specialists, and installers with vast experience in completing successful food service facilities. They provide professionally planned equipment and furnishing arrangements in well-designed areas that are environmentally and aesthetically pleasing. Used in combination with astute procurement techniques, ADS can meet operational requirements and objectives of any size or scope.

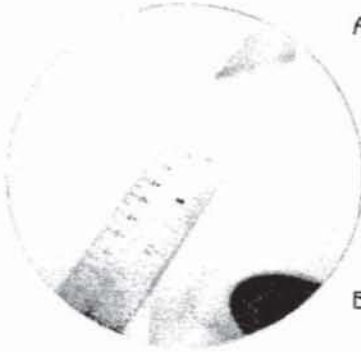
ARAMARK Design Solutions adheres to several guiding principles and objectives that set it apart from any other professional design organization:

- ✓ Dedication to prompt response and professional performance
- ✓ Unquestioned functionality to meet critical operational needs of the largest food service management company in the United States
- ✓ Complete flexibility to serve any need of the thousands of fans and components of ARAMARK Corporation, no matter how simple or complex
- ✓ Innovative and creative planning solutions that are personalized and compatible with the many types of institutions and enterprises that it serves

The services described in the materials that follow are exclusive benefits to the fans of ARAMARK Corporation.



The basic Ideology behind ARAMARK Design Solutions can be defined as a creative combination of many disciplines. It is a 'company within a company,' with experts of diverse disciplines working together to produce the best possible technical and professional solutions.



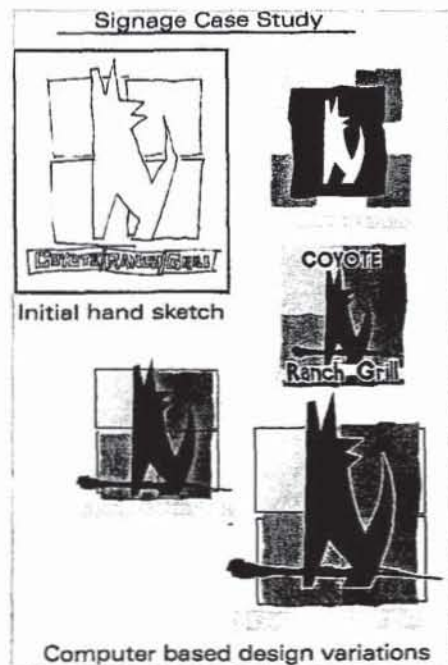
A. **Project Management and Consulting** - ADS has vast experience in project management and consulting with every type of food and refreshment challenge. Professional program development is the best assurance that there will be no unnecessary or unwanted actions that will waste time and money. Moreover, it is a major influence on the final completion of a satisfactory project. Simple, straightforward advice or complex consulting endeavors are available to ARAMARK fans and components.

B. **Food Facilities Design** - ADS employs professional and technical personnel who are talented in designing solutions to operational problems for all types of food facilities. This includes the orderly flow of production and the smooth handling of fan traffic. Each problem is followed by in-depth technical drawings, specification and the detailed data necessary to supply contractors, architects, manufacturers and various other contributors with the information and support they need to transform a project into an operational reality.

C. **Interior Design** - Providing aesthetically pleasing treatments is the primary assignment of the Interior Design section. This means much more than the selection of colors and finishes. Equally important to fan comfort is an atmosphere appropriate to the character and personality of the institution or enterprise. Great emphasis is placed on maximum merchandising potential.

D. **Technical Services**

1. Purchasing and Budget Control
2. Construction Services
3. Custom Fabrication
4. Field Installation Coordination
5. CADD Services



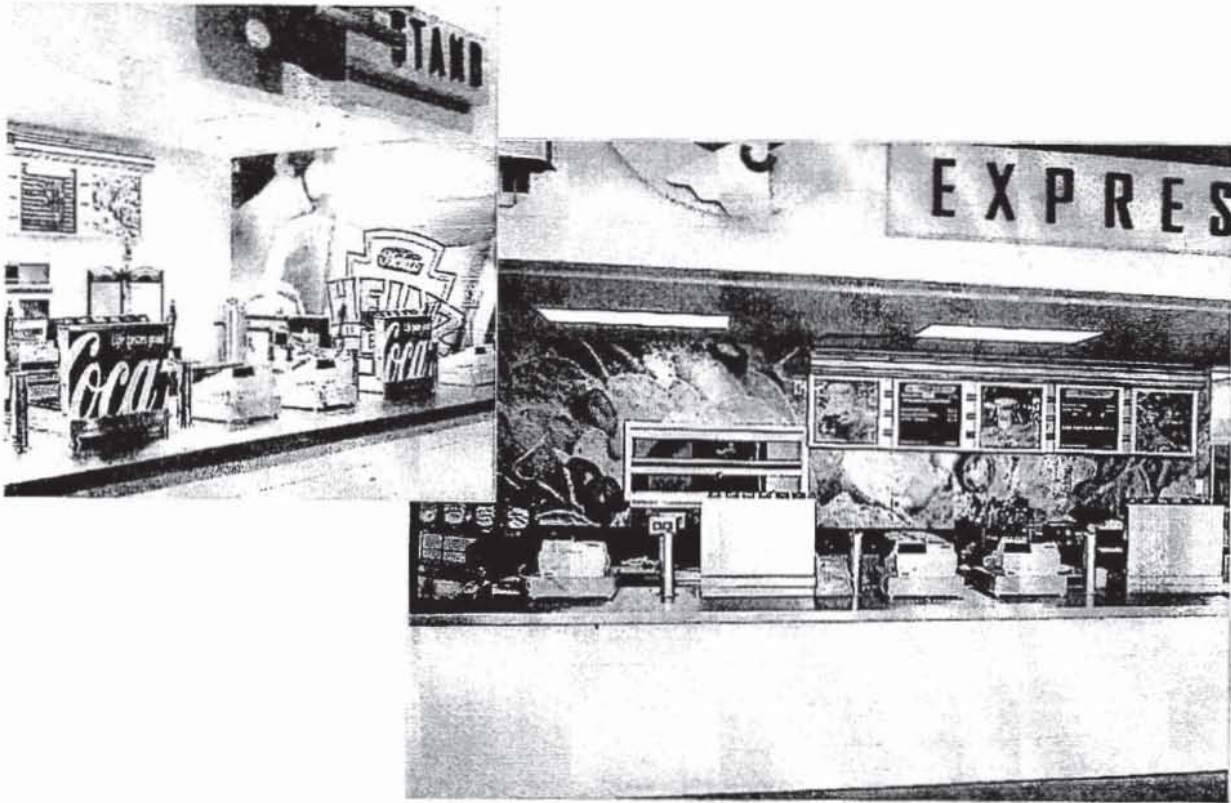
**DESIGN SOLUTIONS-CONCESSION STANDS**

Our food facility design professionals at Design Solutions will play an integral role in transforming your vision into reality. ARAMARK Designs Solutions (ADS) can meet operational requirements and objectives of any size or scope.

Continuity of merchandising throughout the facilities will be aesthetically pleasing for your fans.

**3M TECHNOLOGY**

The 3M treatments certainly enhance the overall fan experience. Concession stands throughout the Alamodome can feature this new technology in visual art.



Shown above and to the left are examples of 3M treatments applied behind a menu board and on the side wall of a concessions stand

**MENU BOARDS**

Menu boards featuring eye-catching graphics and a bold, easy-to-read typeface will entice fans to increase their purchases.

## NEW UNIFORMS

One of the most visible elements of our new concepts will be the uniform our stand workers will wear. New aprons and smocks will feature the ARAMARK Corporation logo Star and provide an updated look for all our workers. These uniforms will complement the many other updates we are providing such as freshly painted stands, new menu boards, contemporary graphics and modern POS equipment. Overall, customers will notice a renaissance of the entire concession area.



alamodome

# ARAMARK DESIGN SOLUTION CAPABILITIES CD

**BUILDING BUSINESS BY DESIGN**



 ARAMARK

## SECTION TWENTY-ONE



### Business Form of Proposer

**21**

#### **IN THIS SECTION**

Business Form of Proposer

Certificate of Account Status

Certification of Entity Status in Texas

State of Texas Certifications

Articles of Incorporation



**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**  
CAROLE KEETON RYLANDER • COMPTROLLER • AUSTIN, TEXAS 78774

November 25, 2002

**CERTIFICATE OF ACCOUNT STATUS**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, Carole Keeton Rylander, Comptroller of Public Accounts of the State of Texas  
DO HEREBY CERTIFY that according to the records of this office

ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS

is, as of this date, in good standing with this office having no franchise  
tax reports or payments due at this time. This certificate is valid through  
the date that the next franchise tax report will be due May 15, 2003.

This certificate is valid for the purpose of conversion when the converted  
entity is subject to franchise tax as required by law. This certificate is  
not valid for the purpose of dissolution, merger or withdrawal.

GIVEN UNDER MY HAND AND  
SEAL OF OFFICE in the City of  
Austin, this 25th day of  
November, 2002 A.D.

A handwritten signature in cursive script that reads "Carole Keeton Rylander".

CAROLE KEETON RYLANDER  
Comptroller of Public Accounts

Taxpayer number: 12325735848  
File number: 0112602300

Form 05-304 (Rev. 5-99/4)



## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC. (filing number: 112602300), a Domestic Business Corporation, was filed in this office on September 07, 1989.

**It is further certified that the entity status in Texas is active.**

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 20, 2002.



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea  
Secretary of State



# The State of Texas

SECRETARY OF STATE

## CERTIFICATE OF AMENDMENT OF

ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC.  
FORMERLY:  
ARAMARK LEISURE SERVICES OF TEXAS, INC.

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: December 12, 1996

Effective: December 12, 1996

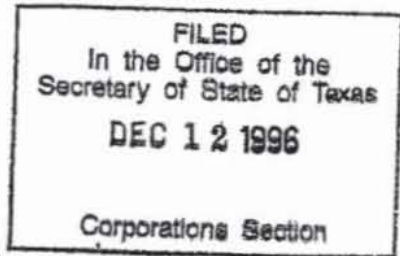


2007.

Antonio O. Garza, Jr.  
Secretary of State

dlm

**ARTICLES OF THE AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
ARAMARK LEISURE SERVICES OF TEXAS, INC.**



Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE ONE. The name of the corporation is ARAMARK LEISURE SERVICES OF TEXAS, INC.

ARTICLE TWO. The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on October 22, 1996:

Article First of the Articles of Incorporation is hereby amended so as to read as follows:

1. The name of the corporation is: ARAMARK Sports and Entertainment Services of Texas, Inc.


ARTICLE THREE. The number of shares of the corporation outstanding at this time of such adoption was 1,000; and the number of shares entitled to vote thereon was 1,000.

ARTICLE FOUR. The holders of all of the shares outstanding and entitled to vote on said amendment have adopted said amnedment.

ARTICLE FIVE. The Articles of Amendment shall become effective on upon filing with the Secretary of State.

Dated December 11, 1996

**ARAMARK LEISURE SERVICES OF  
TEXAS INC.**

  
Betty Browning, Its President



# The State of Texas

## SECRETARY OF STATE

### CERTIFICATE OF AMENDMENT OF

ARA LEISURE SERVICES OF TEXAS, INC.

FORMERLY:

ARASERVE CAMPUS DINING SERVICES OF TEXAS, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that the attached Articles of Amendment, duly signed, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, issues this Certificate and attaches hereto a copy.

Dated October 5, 19 89



*Gary S Bayouard Jr.*  
Secretary of State

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF

FILED  
in the Office of the  
Secretary of State of Texas  
OCT 5 1989  
Corporations Section

ARASERVE CAMPUS DINING SERVICES OF TEXAS, INC.

Pursuant to the provisions of Art. 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE ONE. The name of the corporation is ARASERVE Campus Dining Services of Texas, Inc.

ARTICLE TWO. The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on September 29, 1989:

Article One of the Articles of Incorporation is hereby amended so as to read as follows:

The name of the Corporation is:

ARA Leisure Services of Texas, Inc.

ARTICLE THREE. The amendment was adopted in the following manner:

<u>Number of Outstanding Shares</u>	<u>Number of Voting Shares</u>	<u>Number of Shares Voting For</u>	<u>Number of Shares Voting Against</u>
-1,000-	-1,000-	-1,000-	-0-

ARASERVE CAMPUS DINING SERVICES OF  
TEXAS, INC.

By: Betty Browning  
Betty Browning, President  
Dated September 29, 1989



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ARASERVE CAMPUS DINING SERVICES OF TEXAS, INC.

CHARTER NO. 1126023

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated SEPTEMBER 7, 19 89.



*George S. Bayard Jr.*  
Secretary of State

jvb

ARTICLES OF INCORPORATION  
OF

SEP 07 1983

ARASERVE CAMPUS DINING SERVICES OF TEXAS, INC. Corporations Section

I, the undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is ARASERVE Campus Dining Services of Texas, Inc.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the corporation is organized is:

To engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of One Dollar (\$1.00) each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000), consisting of money, labor done or

property actually received, which sum is not less than One Thousand Dollars (\$1,000).

#### ARTICLE SIX

The street address of its initial registered office is c/o CT Corporation System, 1601 Elm Street, Dallas, Texas 75201, and the name of its initial registered agent at such address is CT CORPORATION SYSTEM.

#### ARTICLE SEVEN

The number of directors of the corporation may be fixed by the by-laws.

The number of directors constituting the initial board of directors is three (3), and the name and address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Jan Farley	Suite 800 15415 Katy Freeway Houston, TX 77094
Richard Vent	31st Floor 1101 Market Street Philadelphia, PA 19107
Sydney K. Boone, Jr.	Suite 800 . 15415 Katy Freeway Houston, TX 77094

#### ARTICLE EIGHT

The name and address of the incorporator is:

Lilly Dorsa	29th Floor 1101 Market Street Philadelphia, PA 19107
-------------	--

IN WITNESS WHEREOF, I have hereunto set my hand, this 1st day of  
September 1989.

Lilly Dorsa

STATE OF PENNSYLVANIA     )  
  ) SS:  
COUNTY OF PHILADELPHIA    )

I, Mattie B. Wilson, a notary public do hereby certify  
that on this 1st day of September, 1989, personally appeared before  
me, Lilly Dorsa, who being by me first duly sworn, severally declared  
that she is the person who signed the foregoing document as  
incorporator, and that the statements therein contained are true.

Mattie B. Wilson  
Notary Public

(Notarial Seal)

MATTIE B. WILSON, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES OCT. 28, 1989  
Member, Pennsylvania Association of Notaries

## SECTION TWENTY-TWO



Business Address

22

The present business address of the proposer at which communications from the owner are to be received is as follows:

ARAMARK Sports and Entertainment Services of Texas, Inc.  
100 Montana  
San Antonio, TX 78203

All correspondence should be addressed to:

Charles Rogers, Vice President Sales - Stadiums and Arenas  
ARAMARK Sports and Entertainment Services of Texas, Inc.  
5808 North Crest Drive  
Flower Mound, TX 75028  
Phone: 972-539-2013  
Fax: 972-355-0561

**Exhibit A-1**  
**Revised GFEP Plan**

Licensee's Revised GFEP Plan is pending approval by the City's Department of Economic Development. Once approved, it will be attached to this Agreement.

**Exhibit B**  
**City-owned Equipment**

An inventory of City-owned Equipment will be attached to this Agreement upon completion. The parties are currently working towards the completion of such an inventory.

**Exhibit C**  
**Standards of Performance**

***I. General***

The following Standards of Performance have been agreed to by the City and License pursuant to Section 12 of the License Agreement. These Standards of Performance are not intended by the parties to lessen or abrogate any rights, responsibilities or obligations of the parties under the License Agreement. In performing the License Services in compliance with the Standards of Performance, it is understood that License's agreement to such standards will not require License to undertake any further expenditures or to take any action which will lessen License's ability to achieve its desired return from the performance of the terms of the License Agreement.

**II. Concession Services**

- A. Licensee will make sure that all concession areas are kept clean, orderly and sanitary at all times, in accordance with applicable laws, ordinances, rules and regulations, including all applicable health and safety codes.
- B. Licensee will diligently operate and conduct the services hereunder.
- C. Licensee shall have reasonable and necessary access to halls, concourses, corridors, stairways, freight elevators and loading docks for the normal conduct of its operations.
- D. Licensee will periodically monitor customer service satisfaction and food and service quality through the use of several methodologies which may include focus group studies, customer intercept surveys, comment cards and other methods agreed to by the City and Licensee.
- E. Licensee shall be responsible for the cleanliness of condiment stands and will keep them neat and orderly.
- F. Concession employees shall at all times reflect personal cleanliness.
- G. Should Licensee receive a written notice from the Bexar County Health Department or the City of San Antonio that Licensee has violated any federal, state, county or City ordinance, Licensee shall provide the City with a copy of such notice and shall diligently instigate efforts to cure such violation.
- H. Licensee and the City may mutually agree to additional Standards of Performance to supplement or amend those set forth herein.



**CITY OF SAN ANTONIO**  
**Request for Council Action**

Agenda Item # 24  
Council Meeting Date: 8/14/2008  
RFCAs Tracking No: R-3393

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**DEPARTMENT:** Convention Sports and  
Entertainment Facilities

**DEPARTMENT HEAD:** Michael Sawaya

**COUNCIL DISTRICT(S) IMPACTED:**  
Council District 1

**SUBJECT:**  
CSEF Agreements with RK Group & Aramark

**SUMMARY:**

These two ordinances authorize the amendment and extension of catering services performed at the Henry B. Gonzalez Convention Center by the RK Group, L.L.C. and the Alamodome by Aramark Sports and Entertainment Services of Texas, Inc. through September 30, 2015. The amendments also incorporate the addition of certain food and beverage services to be performed by the RK Group and the reduction of certain services previously performed by Aramark at the Alamodome.

**BACKGROUND INFORMATION:**

The First Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement (Agreement) was approved by City Ordinance #99968, passed on November 4, 2004. The Agreement provided for a five (5)-year term commencing on February 1, 2005 and expiring on January 31, 2010. By this Agreement, the RK Group is granted exclusive rights to provide food, beverage and concession services at the Henry B. Gonzalez Convention Center, Lila Cockrell Theatre, and exclusive concession services at the Municipal Auditorium.

The RK Group, L.L.C. consists of six locally-owned catering companies which are managed by Catering by Rosemary. In the contract year ending January 31, 2008, the RK Group exceeded budgeted revenues by \$302,100.00 and achieved the SBEDA participation goal of 31.5%.

City Ordinance #97586, passed and approved on May 8, 2003, authorized a five-year agreement and five-year renewal option, with Aramark Sports and Entertainment Services of Texas, Inc. for the operation of food, beverage and catering services at the Alamodome. Aramark has 25 years experience in facility food service and is the largest food service business in the U.S. Aramark employs experienced personnel and has made a strong SBEDA commitment under its current License Agreement. The proposed First Amended and Restated License Agreement will allow Aramark to continue providing concessions services at the Alamodome, while providing the opportunity for another firm to provide catering, restaurant, and Club Level concessions services.

**ISSUE:**

The City will benefit from the opportunity to maximize catering and concession revenues while customers of the Henry B. Gonzalez Convention Center and Alamodome will benefit from the consistent, high-quality catering services. This ordinance will provide for the simultaneous expiration of the terms of both agreements which would allow for a future competitive process and provide consolidated services at the two facilities.

The RK Group and Aramark have negotiated an agreement that provides for the RK Group to perform concession services on the Club Level of the Alamodome, as well as catering services in the suites, Dome Sports Club, Top of the Dome, meeting rooms and other designated areas. The contractors have asked the City to consent to this agreement and have proposed an extension of their respective City agreements to allow for the RK Group to invest additional funds in improvements including \$250,000.00 in equipment and personnel at the Alamodome, and \$400,000.00 in building improvements at the Convention Center which should result in enhanced opportunities for increasing catering revenues. Aramark will invest an additional \$75,000.00 in equipment and concession stands improvements at the Alamodome.

**ALTERNATIVES:**

The catering and concession services provided by Aramark for the Alamodome could be extended under the current agreement for an additional five-year period. However, the Alamodome is not currently considered a premium catering venue and through the amendments proposed in these ordinances an extensive sales & marketing plan and investment in improved production facilities could be undertaken by the RK Group to attract and service premier catered events to the Alamodome.

The catering and concession services for the Alamodome could also be put out for competitive bid; however, consistency in the level of catering between the two facilities would not be achieved as readily, administrative demands on contract monitoring would be greater, and the facility would forfeit the capital investment money offered by the RK Group for improvements to the buildings.

**FISCAL IMPACT:**

With the proposed investment from the RK Group of \$400,000.00 for Convention Center building enhancements and \$250,000.00 for Alamodome equipment and the proposed investment from Aramark of \$75,000.00 for equipment and concession stands improvements, the City anticipates an increase in revenue potential.

Commissions on catering at the Alamodome would increase from the current 16.5% to 25% effective at the execution of the First Amended and Restated License Agreement. Catering commissions at both the Alamodome and the Convention Center would increase from 25% to 27% from February 1, 2010 to September 30, 2015.

**RECOMMENDATION:**

Staff recommends extending the catering agreements at the Henry B. Gonzalez Convention Center and the Alamodome with the respective contractors through September 30, 2015. Staff also recommends amending the RK Group agreement to add certain concessions and catering services

at the Alamodome and removing such services from the catering agreement with Aramark, as requested by the contractors.

**ATTACHMENT(S):**

File Description	File Name
<a href="#">Voting Results</a>	
<a href="#">Voting Results</a>	
<a href="#">Ordinance/Supplemental Documents</a>	200808140704.pdf
<a href="#">Ordinance/Supplemental Documents</a>	200808140705 part 1.pdf
<a href="#">Ordinance/Supplemental Documents</a>	200808140705 part 2.pdf

**DEPARTMENT HEAD AUTHORIZATIONS:**

Jim	Assistant Director for Sports	Convention Sports and Entertainment
Mery	Facilities	Facilities

**APPROVED FOR COUNCIL CONSIDERATION:**

Penny Postoak Ferguson Assistant City Manager